

This is the Final working draft. PE can use this draft for their Tender preparation. During preparation of Tender, if any problem/ confusion arise, PEs are requested to contact with CPTU for further clarifications. If any comments/ suggestions to offer, please send



GOVERNMENT OF THE PEOPLE'S REPUBLIC OF BANGLADESH

Standard Tender Document For Procurement of Works (International) [One Stage Two Envelope Tendering Method]

(For large & Complex works)

**Central Procurement Technical Unit
Implementation Monitoring and Evaluation
Division
Ministry of Planning**

Guidance Notes on the Use of The Standard Tender Document (STD) of PW-7A

These guidance notes have been prepared by the CPTU to assist the Procuring Entities in the preparation of prequalification as well as tender documents for the Procurement of large and complex works having estimated cost above Tk 350 million. The Procuring Entities should also refer to the Public Procurement Act 2006 (Act No 24 of 2006) and the Public Procurement Rules, 2008, issued to supplement the Act available on CPTU's website: <http://www.cptu.gov.bd/>. All concerned are advised to refer to the aforementioned Act and Rules and as amendment thereto, in particular **Section 34 and Rule 83a** as applicable, while participating in any Tendering process.

The use of STD (**PW7A**) applies when a particular Procuring Entity (**Employer**) intends to select a Tenderer (a **Contractor**) for the Procurement of large and complex works under One Stage Two Envelope Tender Method (OSTETM) while the contract award is being determined on the basis of lowest evaluated responsive Tender has taken place.

STD (**PW7A**) is intended as a model for admeasurements contracts (unit prices or unit rates in a Bill of Quantities) and the main text refers to admeasurements Contracts.

STD (**PW7A**) is based upon internationally acceptable model formats, which have been adapted to suit the particular needs of procurement within Bangladesh.

The **Employer** addresses its specific needs through the information provided in the **Tender Data Sheet (TDS)** and the **Particular Conditions of Contract (PCC)** as well as in the detailed requirements of the procurement in the Bill of Quantities, General and Particular **Specifications** and/or the **Drawings**.

Guidance notes in brackets and italics are provided for both the **Employer** and the Tenderer and as such the **Employer** should carefully decide what notes need to remain and what other guidance notes might be required to assist the Tenderer in preparing its Tender Submission; so as to minimise the inept Tendering Process. The **Invitation for Tender (IFT)** is provided in this Tender Document for information only.

STD (**PW7A**) when properly completed will provide all the information that a Tenderer needs in order to prepare and submit a Tender. This should provide a sound basis on which the **Employer** can fairly, transparently and efficiently carry out a Tender evaluation process on the Tenders submitted by the Tenderers.

STD (**PW7A**) has 9 Sections, of which **Section 1: Instruction to Tenderer** and **Section 3: General Conditions of Contract** must not be altered or modified under any circumstances.

The following briefly describes the Sections of STD (**PW7A**) and how an **Employer** should use these when preparing a particular Tender Document.

Section 1. Instructions to Tenderers (ITT)

This Section provides relevant information to help Tenderers prepare their Tenders. Information is also provided on the submission, opening, and evaluation of Tenders and on the award of Contract. The Instruction to Tenderer (ITT) specifies the instructions and procedures that govern the tendering process. This Section also contains the criteria to be used by the Employer to determine the lowest evaluated Tender and the qualifications of the Tenderer to perform the Contract. The Instructions to Tenderer (ITT) are therefore not a part of the Contract.

(The text of the Clauses in this Section shall not be modified.)

Section 2. Tender Data Sheet (TDS)

This Section provides the information that is specific to each object of procurement and that supplements the information or requirements included in **Section 1: Instructions to Tenderers**. The **Employer** shall specify in the TDS only the information that the ITT instructs to be specified in the **TDS**. To facilitate the preparation of the TDS, its Clause Numbers are numbered with the same numbers of the corresponding ITT Clauses.

Section 3. General Conditions of Contract (GCC)

This Section provides the General Conditions of Contract that will apply to the Contract for which the Tender document is issued. The GCC clearly identifies the provisions that may normally need to be specified for a particular tendering process and need to be addressed through the PCC.

(The text of the clauses in this Section shall not be modified.)

Section 4. Particular Conditions of Contract (PCC)

This Section provides clauses specific to the Contract that modify or supplement **Section 3: General Conditions of Contract**. The **Employer** should include at the time of issuing the Tender Documents all information that the GCC indicate, shall be provided in the PCC. No PCC Clause should be left blank. To facilitate the preparation of the PCC, its Clause Numbers are numbered with the same numbers of the corresponding GCC Clauses.

Section 5. Tender and Contract Forms

This Section provides the standard format for the **Technical Offer Submission Letter, (Form PW5A-1a), Financial Offer**

Submission Letter, (Form PW7A-1b) Tenderer Information (Form PW7A-2) and Tender Security (Form PW7A-6) to be submitted by the Tenderer. Form PW7A-1b to be submitted with Financial Offer.

This Section also contains the form of the **Notification of Award (Form PW7A-7)** and the **Contract Agreement (Form PW7A-8)** which, when completed, incorporates any corrections or modifications to the accepted Tender relating to amendments permitted by the **Instructions to Tenderers (ITT)**, the **General Conditions of Contract (GCC)** and the **Particular Conditions of Contract (PCC)**.

The forms for **Bank Guarantee for Performance Security (Form PW7A-9)**, **Bank Guarantee for Advance Payment (Form PW7A-10)** and **Bank Guarantee for Refund of Retention Money (Form PW7A-11)**, as and when applicable, are to be completed and furnished by the successful Tenderer, when required.

Section 6. Bill of Quantities

This Section provides the items and estimated quantities of Works to be performed and must be carefully prepared by an **Employer** for each object of procurement. BOQ requires to be customized according to the currency combination and denomination. Tenderer will fill up the rate of items and price in BoQ and to be submitted **in Envelope-02** containing financial offer and financial offer submission letter. Section 6. **Bill of Quantity inclusive financial offer submission latter (PW7A-1b) shall be in separate volume of Tender Document.**

Section 7. General Specifications

This Section provides the General Specifications that describe the Works and Associated Services to be procured.

Section 8. Particular Specifications.

This Section provides further details as to precise requirements not included in the General Specifications, or which modify or clarify the General Specifications for the particular Works and Associated Services to be procured.

Section 9. Drawings

This Section contains any Drawings that supplement the General and Particular Specifications for the Works and Associated Services to be procured.

[enter here the name and address of the Employer]

**TENDER DOCUMENT
FOR PROCUREMENT OF LARGE AND COMPLEX
WORKS
(INTERNATIONAL)**

*[enter here the nature of the works and physical services to be
procured]*

Invitation for Tender No:

Issued to:
Issued on:
Tender Package No:

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Section 1. Instructions to Tenderers

A. General

1. Scope of Tender	1.1 The Employer, as indicated in the Tender Data Sheet (TDS) issues this Tender Document for the procurement of Works and related goods & services incidental thereto as specified in the TDS and as detailed in Section 6: Bill of Quantities . The name of the Tender and the number and identification of its constituent lot(s) are stated in the TDS.
	1.2 The successful Tenderer shall be required to execute the works and physical services as specified in the General Conditions of Contract
2. Interpretation	2.1 Throughout this Tender Document: <ul style="list-style-type: none"> (a) the term “in writing” means communication written by hand or machine duly signed and includes properly authenticated messages by facsimile or electronic mail; (b) if the context so requires, singular means plural and vice versa; (c) “day” means calendar days unless otherwise specified as working days; (d) “Person” means and includes an individual, body of individuals, sole proprietorship, partnership, company, association or cooperative society that wishes to participate in Procurement proceedings; (e) “Tender Document” means the Document provided by a Employer to a Tenderer as a basis for preparation of the Tender; and (f) “Tender” depending on the context, means a Tender submitted by a Tenderer for execution of Works and Physical Services to the Employer in response to an Invitation for Tender.
3. Source of Funds	3.1 The Employer has been allocated ‘public funds’ as indicated in the TDS and intends to apply a portion of the funds to eligible payments under the Contract for which this Tender Document is issued.
	3.2 For the purpose of this provision, “public funds” means any funds allocated to the Employer under Government budget, or loan, grants and credits placed at the disposal of the Employer through the Government by the Development Partners or foreign states or organisations.
	3.3 Payments by the Development Partner, if so indicated in the TDS , will be made only at the request of the

	Government and upon approval by the Development Partner or foreign state or organisation in accordance with the applicable Loan / Credit / Grant Agreement, and will be subject in all respects to the terms and conditions of that Agreement.
4. Corrupt, Fraudulent, Collusive or Coercive Practices	4.1 The Government and the Development Partner, if applicable requires that the Procuring Entity as well as the Tenderers and Contracts (including, sub-contractors, agents, personnel, consultants, and service providers) shall observe the highest standard of ethics during implementation of procurement proceedings and the execution of Contracts under public funds.

	<p>4.2 For the purposes of ITT Sub Clause 4.3, the terms set forth below as follows:</p> <ul style="list-style-type: none"> (a) “corrupt practice” means offering, giving or promising to give, receiving, or soliciting either directly or indirectly, to any officer or employee of the Procuring Entity or other public or private authority or individual, a gratuity in any form; employment or any other thing or service of value as an inducement with respect to an act or decision or method followed by the Procuring Entity in connection with a Procurement proceeding or Contract execution; (b) “fraudulent practice” means the misrepresentation or omission of facts in order to influence a decision to be taken in a Procurement proceeding or Contract execution; (c) “collusive practice” means a scheme or arrangement between two (2) or more Persons, with or without the knowledge of the Procuring Entity, that is designed to arbitrarily reduce the number of Tenders submitted or fix Tender prices at artificial, non-competitive levels, thereby denying the Procuring Entity the benefits of competitive price arising from genuine and open competition; (d) “coercive practice” means harming or threatening to harm, directly or indirectly, Persons or their property to influence a decision to be taken in the Procurement proceeding or the execution of a Contract, and this will include creating obstructions in the normal submission process used for Tenders. (e) “Obstructive practice” (applicable in case of Development Partner) means deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and /or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation. <p>4.3 Should any corrupt, fraudulent, collusive, coercive (or obstructive in case of Development Partner) practice of any kind is determined by the Procuring Entity or the Development Partner, if applicable, this will be dealt in accordance with the provisions of the Public Procurement Act and Rules and Guidelines of the Development Partners as stated in the ITT Sub Clause 3.3. In case of obstructive practice, this will be dealt in accordance with Development Partners Guidelines.</p>
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	<p>4.4 If corrupt, fraudulent, collusive, coercive (or obstructive in case of Development Partner) practices of any kind is determined by the Procuring Entity against any Tenderer or Contracts (including sub-contractors, agents, personnel, consultants, and service providers) in competing for, or in executing, a contract under public fund:</p> <ul style="list-style-type: none"> (a) Procuring Entity and/or the Development Partner shall exclude the concerned Tenderer from further participation in the concerned procurement proceedings; (b) Procuring Entity and/or the Development Partner shall reject any recommendation for award that had been proposed for that concerned Tenderer; (c) Procuring Entity and/or the Development Partner shall declare, at its discretion, the concerned Tenderer to be ineligible to participate in further Procurement proceedings, either indefinitely or for a specific period of time; (d) Development Partner shall sanction the concerned Tenderer or individual, at any time, in accordance with prevailing Development Partner' sanctions procedures, including by publicly declaring such Tenderer or individual ineligible, either indefinitely or for a stated period of time: (i) to be awarded a Development Partner-financed contract; and (ii) to be a nominated sub-contractor, consultant, manufacturer or Contractor, or service provider of an otherwise eligible firm being awarded a Development Partner-financed contract; and (e) Development Partner shall cancel the portion of the loan allocated to a contract if it determines at any time that representatives of the Procuring Entity or of a beneficiary of the loan engaged in corrupt, fraudulent, collusive, coercive or obstructive practices during the procurement or the execution of that Development Partner financed contract, without the Procuring Entity having taken timely and appropriate action satisfactory to the Development Partner to remedy the situation. <p>4.5 Tenderer shall be aware of the provisions on corruption, fraudulence, collusion, coercion (and obstruction, in case of Development Partner) of the Public Procurement Act, 2006, the Public Procurement Rules, 2008 and others as stated in GCC Clause 38.</p> <p>4.6 In further pursuance of this policy, Tenderers, Contractors and their sub-contractors, agents, personnel, consultants, service providers shall permit the Government and the Development Partner to inspect any accounts and records and other documents relating to the Tender submission and contract performance, and to have them audited by auditors appointed by the Government and/or the Development Partner during the procurement or the</p>
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	execution of that Development Partner financed contract.
5. Eligible Tenderers	<p>5.1 This Invitation for Tenders is open to all potential Tenderers from all countries, except for any specified in the TDS. A tenderer will be eligible if it is a citizen, or is constituted, registered and operates in conformity with the provisions of the laws of that country.</p> <p>5.2 Tenderers may be a physical or juridical individual or body of individuals, or company, association or any combination of them in the form of a Joint Venture (JV) invited to take part in public procurement or seeking to be so invited or submitting a Tender in response to an Invitation for Tenders.</p> <p>5.3 Government-owned enterprise in Bangladesh may also participate in the Tender if it is legally and financially autonomous, it operates under commercial law, and it is not a dependent agency of the Procuring Entity.</p> <p>5.4 Tenderer shall have the legal capacity to enter into the Contract under the Applicable Law.</p> <p>5.5 Tenderers in its own name or its other names or also in the case of its Persons in different names shall not be under a declaration of ineligibility for corrupt, fraudulent, collusive or coercive practices as stated under ITT Sub Clause 4.4 (or obstructive practice, in case of Development Partner) in relation to the Development Partner's Guidelines in projects financed by Development Partner.</p> <p>5.6 Tenderers shall not be insolvent, be in receivership, be bankrupt, be in the process of bankruptcy, be not temporarily barred from undertaking business and it shall not be the subject of legal proceedings for any of the foregoing.</p> <p>5.7 Tenderers shall have fulfilled its obligations to pay taxes and social security contributions under the provisions of laws and regulations of the country of its origin.</p> <p>5.8 Tenderers shall provide such evidence of their continued eligibility satisfactory to the Employer, as the Employer will reasonably request.</p> <p>5.9 Tenderers should not be associated, or have been associated in the past, directly or indirectly, with a consultant or any of its affiliates which have been engaged by the Procuring Entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the works to be performed under this Invitation for Tenders.</p> <p>5.10 Tenderers are not restrained or barred from participating in Public Procurement on grounds of poor performance in the past under any Contract.</p>

	5.11 Tenderers shall provide such evidence of their continued eligibility satisfactory to the Procuring Entity, as the Procuring Entity will reasonably request.
	5.12 These above requirements for eligibility will extend, as applicable, to each JV partner and Subcontractor proposed by the Tenderers.
6. Eligible Materials, Equipment and Associated Services	6.1 All materials, equipment and associated services to be supplied under the Contract are from eligible sources, unless their origin is from a country specified in the TDS .
	6.2 For the purposes of this Clause, “origin” means the place where the Materials and Equipments are mined, grown, cultivated, produced or manufactured or processed, or through manufacturing, processing, or assembly, another commercially recognized new product results that differs substantially in its basic characteristics from its components or the place from which the associated services are supplied.
	6.3 The origin of materials and equipment and associated services is distinct from the nationality of the Tenderer.
7. Site Visit	7.1 Tenderers are advised to visit and examine the Site of Works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the Tender and entering into a contract for construction of the Works.
	7.2 Tenderers and any of its personnel or agents will be granted permission by the Employer to enter into its premises and lands for the purpose of such visit, but only upon the express condition that the Tenderer, its personnel, and agents will release and indemnify the Employer and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.
	7.3 The costs of visiting the Site shall be at the Tenderer's own expense.
B. Tender Document	
8.Tender Document: General	<p>8.1 The Sections comprising the Tender Document are listed below, and should be read in conjunction with any Addendum issued under ITT Clause 11.</p> <ul style="list-style-type: none"> • Section 1 Instructions to Tenderers (ITT) • Section 2 Tender Data Sheet (TDS) • Section 3 General Conditions of Contract (GCC) • Section 4 Particular Conditions of Contract (PCC) • Section 5 Tender and Contract Forms • Section 6 Bill of Quantities (BOQ) • Section 7 General Specifications

	<ul style="list-style-type: none"> • Section 8 Particular Specifications • Section 9 Drawings
	8.2 The Employer will not take into consideration any Tender if the Tender Document was not directly purchased from or issued by, the Employer, or through its agent(s) as stated in the TDS .
	8.3 Tenderers are expected to examine all instructions, forms, terms, and specifications in the Tender Document as well as in Addendum to Tender, if any.
9. Clarification of Tender Document	9.1 A prospective Tenderer requiring any clarification of the Tender Document shall contact the Procuring Entity in writing at the Procuring Entity's address and within time as specified in the TDS .
	9.2 The Employer is not obliged to answer any clarification request received after that date as stated under ITT Sub Clause 9.1.
	9.3 The Employer shall respond in writing within five (5) working days of receipt of any such request for clarification received under ITT Sub Clause 9.1.
	9.4 The Employer shall forward copies of its response to all those who have purchased or have been issued with the Tender Document, including a description of the enquiry but without identifying its source.
	9.5 Should the Employer deem it necessary to revise the Tender Document as a result of a clarification, it will do so following the procedure under ITT Clause 11 and ITT Sub Clause 38.2.
10. Pre-Tender Meeting	10.1 To clarify issues and to answer questions on any matter arising in the Tender Document, the Procuring Entity may, if stated in the TDS , hold a pre-Tender Meeting at the place, date and time as specified in the TDS . All potential Tenderers are encouraged and invited to attend the meeting, if it is held.
	10.2 Tenderers are requested to submit any questions in writing so as to reach the Procuring Entity not later than one day prior to the date of the meeting.
	10.3 Minutes of the pre-Tender meeting, including the text of the questions raised and the responses given, together with any responses prepared after the meeting, will be transmitted within seven (7) days of holding the meeting to all those who purchased or obtained the Tender Document and, to even those who did not attend the meeting. Any revision to the Tender Document listed in ITT Sub-Clause 8.1 that may become necessary as a result of the pre-Tender meeting will be made by the Employer exclusively through the issue of an Addendum pursuant to ITT Sub Clause 11 and not through the minutes of the Pre-

	Tender meeting.
	10.4 Non-attendance at the Pre-Tender meeting will not be a cause for disqualification of a Tenderer.
11. Addendum to Tender Document	11.1 At any time prior to the deadline for submission of Tenders, the Employer, on its own initiative or in response to an inquiry in writing from a Tenderer, having purchased the Tender Document, or as a result of a Pre-Tender meeting may revise the Tender Document by issuing an Addendum.
	11.2 The Addendum issued under ITT Sub Clause 11.1 shall become an integral part of the Tender Document and shall have a date and an issue number and must be circulated by fax, mail or e-mail, to Tenderers who have purchased or been issued with the Tender Documents within five (5) working days of issuance of such Addendum, to enable Tenderers to take appropriate action.
	11.3 Tenderers shall acknowledge receipt of an Addendum within three (3) working days.
	11.4 The Employer shall also ensure posting of the relevant Addenda with the reference number and date on their websites including notice boards, where the Employer had originally posted the IFTs including the dgmarket or UNDB in case the requirement of donor conditionality.
	11.5 Tenderers who have purchased or been issued with the Tender Documents and, have not received any Addenda issued under ITT Sub Clause 11.1 shall inform the Employer of the fact by fax, mail or e-mail, before two-third of the time allowed for the submission of Tender has elapsed.
	11.6 If an Addendum is issued when time remaining is less than one-third of the time allowed for the preparation of Tenders, an Employer shall extend the deadline by an appropriate number of days for the submission of Tenders, depending upon the nature of the Procurement requirement and the addendum. The minimum time for such extension shall not be less than three (3) days.
C. Qualification Criteria	
12. General Criteria	12.1 Tender Tenderers shall possess the necessary professional and technical qualifications and competence, financial resources, equipment and other physical facilities, managerial capability, specific experience, reputation, and the personnel, to perform the contract, which entails setting pass/fail criteria, which if not met by the Tenderers, will result in

	consideration of its Tender as non-responsive.
	12.2 In addition to meeting the eligibility criteria, as stated in ITT Clause 5, Tenderers must satisfy the other criteria stated in ITT Clauses 13 to 18 inclusive.
	12.3 To qualify for multiple number of contracts/lots in a package made up of this and other individual contracts/lots for which Tenders are invited in the Invitation for Tenders, the Tenderers shall demonstrate having resources sufficient to meet the aggregate of the qualifying criteria for the individual contracts. The requirement of general experience as stated under ITT Sub Clause 14.1(a) and specific experience, unless otherwise of different nature, as stated under ITT Sub Clause 15.1(b) shall not be separately applicable for each individual lot.
13. Litigation History.	13.1 Non-performance of a contract shall not occur within the last years as specified in the TDS , prior to the deadline for Tender submission based on all information on fully settled disputes or litigation.
	13.2 For the purpose, a fully settled dispute or litigation is one that has been resolved in accordance with the Dispute Resolution Mechanism under the respective contract and where all appeal instances have been exhausted.
	13.3 All pending litigation shall in total not represent more than the percentage, as specified in the TDS , of the Tenderer's net worth and shall be treated as resolved against the Applicant.
14. Experience Criteria	14.1 Tenderers shall have the following minimum level of construction experience to qualify for the performance of the Works under the Contract:
	<ul style="list-style-type: none"> (a) a minimum number of years of general experience in the construction of works as Prime Contractor or Subcontractor or Management Contractor as specified in the TDS; and (b) specific experience as a Prime Contractor or Subcontractor or Management Contractor in construction works of a nature, complexity and methods/construction technology similar to the proposed Works, in at least a number of contract(s) and, each with a minimum value over the period, as specified in the TDS.
15. Financial Criteria	15.1 Tenderers shall have the following minimum level of financial capacity to qualify for the performance of the Works under the Contract. <ul style="list-style-type: none"> (a) the average annual construction turnover as specified in the TDS during the period specified in the TDS;

	<p>(b) availability of minimum liquid assets i.e working capital or credit facilities from any scheduled Bank of Bangladesh, net of other contractual commitments, of the amount as specified in the TDS;</p> <p>(c) satisfactory resolution of all claims under litigation cases and shall not have serious negative impact on the financial capacity of the Tenderers. All pending litigation shall be treated as resolved against the Tenderers; and</p> <p>(d) The Minimum Tender Capacity as specified in the TDS.</p>
16. Personnel Capacity	16.1 Tenderers shall have the following minimum level of personnel capacity to qualify for the performance of the Works under the Contract consisting of a Construction Project Manager, Engineers, and other key staff with qualifications and experience as specified in the TDS .
17. Equipment Capacity	17.1 Tenderers shall own suitable equipment and other physical facilities or have proven access through contractual arrangement to hire or lease such equipment or facilities for the desired period, where necessary or have assured access through lease, hire, or other such method, of the essential equipment, in full working order, as specified in the TDS .
18. Joint Venture, Consortium or Association (JVCA)	18.1 Tenderers may participate in the procurement proceedings forming a Joint Venture(JV) by an agreement, executed case by case on a non judicial stamp of value as specified in the TDS or alternately with the intent to enter into such an agreement supported by a Letter of Intent along with the proposed agreement duly signed by all legally authorised partners of the intended JV and authenticated by a Notary Public, with the declaration that the partners will execute the JV agreement in the event the Tenderer is successful.
	18.2 The figures for each of the partners of a JV shall be added together to determine the Tenderer's compliance with the minimum qualifying criteria; however, for a JV under ITT Sub Clause 18.1, with number of partners as specified in the TDS to qualify, Leading partner and other partners must meet the criteria as specified in the TDS . Failure to comply with these requirements will result in non-responsiveness of the JV Tender.
	18.3 Each partner of the JV shall be jointly and severally liable for the execution of the Contract, all liabilities and ethical and legal obligations in accordance with the Contract terms.
	18.4 JV shall nominate the Leading Partner as RPRESENTATIVE being entrusted with the Contract administration and management at Site who shall have the authority to conduct all business for and on behalf of

	any and all the partners of the JV during the Tendering process and, in the event the JV is awarded the Contract, during contract execution including the receipt of payments for and on behalf of the JV.
	18.5 Alteration of partners to the composition or constitution at a date later than the signing of the Contract during execution shall be allowed by the Employer only when any of such partners is found to be incompetent or has serious difficulties e.g. bankruptcy which may impact the overall implementation of the proposed Works, where the incoming partner shall require to have qualifications higher than that of the outgoing partner.
	18.6 Each partner of the JV shall complete the JV Partner Information (Form PW7-3) for submission with the Tender.
19. Subcontractor (s)	19.1 Tenderers may intend to subcontract an activity or part of the Works to a Specialist Subcontractor, in which case such elements and the proposed Subcontractor shall be clearly identified and its qualifications supported by documents.
	19.2 A Specialist Subcontractor may participate in more than one Tender, but only in that capacity.
	19.3 The Employer may require Tenderers to provide more information about their subcontracting arrangements. If any Specialist Subcontractor is found ineligible or unsuitable to carry out the subcontracted tasks, the Employer may request the Tenderer to propose an acceptable substitute.
	19.4 The Employer may also select in advance Nominated Subcontractor(s) to execute certain specific components of the Works and if so, those will be specified in the TDS .
	19.5 The successful Tenderer shall under no circumstances assign the Works or any part of it to the Subcontractor(s) unless so mentioned in the submitted tender documents and subsequently incorporated in the contract clauses accordingly.
	19.6 Each Specialist Subcontractor shall complete the Specialist Subcontractor Information (Form PW7A-4) for submission with the Tender.
D. Tender Preparation	
20. Only One Tender	20.1 Tenderers shall submit only one (1) Tender for each lot, either individually or as a JV. The Tenderer who submits or participates in more than one (1) Tender in one (1) lot will cause all the Tenders of that particular Tenderer to be considered non-responsive.

21. Cost of Tendering	21.1 Tenderers shall bear all costs associated with the preparation and submission of its Tender, and the Employer shall not be responsible or liable for those costs, regardless of the conduct or outcome of the Tendering process.
22. Issuance and Sale of Tender Document	22.1 The Procuring Entity shall make Tender Documents available immediately to the potential Tenderers, requesting and willing to purchase at the corresponding price by the date the advertisement has been published in the newspaper. There shall not be any pre-conditions whatsoever, for sale of Tender Documents and the sale of such Document shall be permitted up to the day prior to the day of deadline for the submission of Tender.
	22.1 Full contact details, with mailing address, telephone and facsimile numbers and electronic mail address, as applicable, of those to whom the Tender Documents have been issued shall be recorded with a reference number by the Employer or its agents.
	22.2 There shall not be any pre-conditions whatsoever, for sale or issuance of Tender Documents and, the sale or issuance of such Document shall be permitted up to the day prior to the day of deadline for the submission of Tender.
	22.3 Tender Document posted in the designated website may also be used by the Tenderer for submission of Tenders, if so permitted by the Employer and specified in the TDS .
23. Language of Tender	23.1 The Tender shall be written in the English language. Correspondences and documents relating to the Tender may be written in English. Supporting documents and printed literature furnished by the Tenderer that are part of the Tender may be in another language, provided they are accompanied by an accurate translation of the relevant passages in English by an authorised translation agency/individual, in which case, for purposes of interpretation of the Tender, such translation shall govern.
	23.2 Tenderers shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.
24. Contents of Tender	24.1 The Tender prepared by the Tenderers shall comprise Two Envelope submitted simultaneously, one called the Technical Offer (Envelope -01) containing the documents listed in ITT 24.2 and other called the Financial Offer (Envelope -02) containing the documents listed in 24.3, both envelopes enclosed together in an outer Single envelope.
	24.2 The Technical Offer (Envelope-01) prepared by the Tenderers will comprise the following: (a) the Technical Offer Submission Letter (Form PW7A-1a) as stated under ITT Sub Clause 25.1 and Appendix to Tender ; (b) the Tenderer Information as stated under ITT Clauses

	<p>5, 29 and 32 (Form PW7A-2);</p> <p>(c) Tender Security, as stated under ITT Clauses 35, 36 and 37.</p> <p>(d) alternatives, if permissible, as stated under ITT Clause 26;</p> <p>(e) written confirmation authorizing the signatory of the Tender to commit the Tenderer, as stated under ITT Sub Clause 40.4;</p> <p>(f) documentary evidence, establishing the origin of all Materials, Equipment and services to be supplied under the Contract, as stated under ITT Clause 30;</p> <p>(g) documentary evidence as stated under ITT Clause 29 and 32 establishing the Tenderer's eligibility and the minimum qualifications of the Tenderers required to be met for due performance of the Works and physical services under the Contract;</p> <p>(h) documentary evidence, establishing the Tenderer's continued eligible and qualified status, as stated under ITT Sub Clause 5 and 12;</p> <p>(i) Technical Proposal describing work plan & method, personnel, equipment and schedules, as stated under ITT Clause 31; Technical document must comply with specification and drawing provided by PE in the Tender document. and</p> <p>(j) any other document as specified in the TDS.</p>
	<p>24.3 The Financial Offer (Envelope-02) prepared by the Tenderers will comprise the following:</p> <p>(a) the Financial Offer Submission Letter (Form PW7A-1b), as stated under ITT Sub Clause 25.2;</p> <p>(b) the priced BOQ for each lot in accordance with ITT Clauses 27 and 28;</p> <p>(c) the written confirmation authorizing the signatory of the Tender to commit the Tenderer, as stated under ITT Sub Clause 40.4;</p> <p>(d) any other document as specified in the TDS.</p>
	<p>24.4 In addition to the requirements stated under ITT Sub Clause 19.1, Tenders submitted by a JV or proposing a Specialised Subcontractor shall include updates, if any, on :</p>
	<p>(a) Joint Venture Agreement legally entered into in the Tenderer's Leading Partner's country of origin, by all partners, as stated under ITT Sub Clause 18; or</p>
	<p>(b) Letter of Intent along with the proposed agreement duly signed by all partners of the intended JV and authenticated by an authority of the Tenderer's Leading Partner's country of origin with the declaration that it will execute the Joint Venture Agreement in the event the Tenderer is successful, as stated under ITT Sub Clause 18.1;</p>

	<p>(c) the JV Partner Information (Form PW7A-3), as stated under ITT Sub Clause 18.2;</p> <p>(d) the Specialist Subcontractor Information (Form PW7A-4), as stated under ITT Sub Clause 19.3</p>
25. Tender Submission Letter and Bill of Quantities	<p>25.1 Tenderers shall submit the Technical Offer Submission Letter (Form PW7A-1a), which shall be completed without any alterations to its format, filling in all blank spaces with the information requested, failing which the Tender may be considered non-responsive as being incomplete.</p>
	<p>25.2 Tenderers shall submit the Financial Offer submission letter (Form PW7A-1b) along with priced BOQ using the form(s) furnished in Section 6: Bill of Quantities.</p>
	<p>25.3 If in preparing its Tender, the Tenderer has made errors in the unit rate or price or the total price, and wishes to correct such errors prior to submission of its Tender, it may do so, but shall ensure that each correction is initialled by the authorised representative of the Tenderer and that a statement shall be made as to the total number of initialled corrections made, at the end of the priced Bill of Quantities in Section 6.</p>
26. Alternatives	<p>26.1 Unless otherwise stated in the TDS, alternatives shall not be considered.</p>
	<p>26.2 When alternative times for completion are explicitly invited, a statement to that effect will be included in the TDS, as will the method of evaluating different times for completion.</p>
	<p>26.3 Except as provided under ITT Sub Clause 26.4, Tenderers wishing to offer technical alternatives to the requirements of the Tender Documents must first price the Employer's design as described in the Tender Documents and shall further provide all information necessary for a complete evaluation of the alternative by the Employer, including drawings, designs, design calculations, technical specifications, breakdown of prices, and proposed construction methodology and other relevant details.</p>
	<p>26.4 When specified in the TDS, Tenderers are permitted to submit alternative technical solutions for specified parts of the Works, and such parts will be identified in the TDS.</p>
	<p>26.5 Only the technical alternatives, if any, of the lowest evaluated Tenderer conforming to the basic technical requirements will be considered by the Employer.</p>
27. Tender Prices, Discounts and Price Adjustment	<p>27.1 The prices and discounts quoted by the Tenderers in the Financial Offer Submission Letter (Form PW7A-1b).</p>
	<p>27.2 Tenderers shall fill in unit rates or prices for all items of the Works both in figures and in words as described in the BOQ excluding any discount offered.</p>
	<p>27.3 The items quantified in the BOQ for which no unit rates or prices have been quoted by the Tenderer will not</p>

	be paid for, by the Employer when executed and shall be deemed covered by the amounts of other rates or prices in the BOQ and, it shall not be a reason to change the Tender price.
27.4	The Employer may, if necessary, require the Tenderer to submit the detail breakdown of the unit rates or prices quoted by the Tenderer for the facilitation of the Tender proceedings.
27.5	The Tender price shall be calculated on the basis defined in the ITT which is the unit rates or prices applied to Works proposed in the priced BOQ of this Tender Document.
27.6	The price to be quoted in the Financial Offer Submission Letter (Form PW7A-1b), as stated under ITT Sub Clause 25.2, shall be the total price of the Tender, excluding any discounts offered .
27.7	Tenderers shall quote any unconditional discounts in the Financial Offer Submission Letter as stated under ITT Sub Clause 25.2.
27.8	Tenderers wishing to offer any unconditional discount to any package or lot as applicable shall mention discount in percentage (%) in the Financial Offer Submission Letter (Form PW7A-1b) . Discount shall be equally applicable on all the items of BOQ and shall be applied after arithmetic correction of the tender.
27.9	All kinds of applicable taxes ,customs duties, fees, levies, VAT and other charges payable by the Contractor under the Contract, or for any other causes, as of the date twenty-eight (28) days prior to the deadline for submission of Tenders, shall be included in the unit rates and prices and the total Tender price submitted by the Tenderer.
27.10	Unless otherwise provided in the TDS and the PCC , the price of a Contract shall be fixed in which case the unit rates or prices may not be modified in response to changes in economic or commercial conditions.
27.11	If so indicated under ITT Sub Clause 27.11, Tenders are being invited with a provision for price adjustments. The unit rates or prices quoted by the Tenderer are subject to adjustment during the performance of the Contract in accordance with the provisions of GCC Clause 74 and, in such case the Employer shall provide the indexes and weightings or coefficients in Appendix to the Tender for the price adjustment formulae specified in the PCC .
27.12	The Employer may require the Tenderer to justify its proposed indexes, if any of those as stated under ITT Sub Clause 27.12 are instructed to be quoted by the Tenderer in Appendix to the Tender .
27.13	The formulas, indexes, coefficients and procedures to be followed as referred to in the PCC shall be used to determine whether economic or commercial conditions

	<p>have changed during performance of the Contract to significant degree to justify a price adjustment and to identify the amount of increase and the frequency with which price adjustments shall be implemented.</p> <p>27.14 The price adjustment stated under ITT Sub Clause 27.12 shall be dealt with in accordance with the provisions set out in this Tender Document.</p>
28. Tender Currency and Payments	<p>28.1 The currency of the Tender shall be either in USD or GBP or EUR or JPY and/or Bangladesh Taka as specified in the TDS.</p> <p>28.2 The currency of Tender for the portion of local inputs shall be expressed in Bangladesh Taka.</p>
	<p>28.3 The national Tenderers including Joint Venture of national partners shall be able to express their Tenders in combination of local and foreign currency (ies) similar to foreign Tenderer; whereby a price breakdown be provided in support of demand for foreign currency.</p>
	<p>28.4 The currency of payments, as stated under ITT Sub Clauses 28.1 and 28.2 shall be as specified in the TDS.</p>
29. Documents Establishing Eligibility of the Tenderer	<p>29.1 Tenderers, if applying as a sole Tenderer, shall submit documentary evidence to establish its eligibility as stated under ITT Clause 5 and, in particular, it shall:</p> <ul style="list-style-type: none"> (a) complete the eligibility declarations in the Technical Offer Submission Letter (Form PW7A-1a); (b) complete the Tenderer Information (Form PW7A-2); (c) complete Subcontractor Information (Form PW3A-4), if it intends to engage any Subcontractor(s).
	<p>29.2 Tenderers, if applying as a partner of an existing or intended JV shall submit documentary evidence to establish its eligibility as stated under ITT Clause 5 and, in particular, in addition to as stated under ITT Sub Clause 30.1, it shall:</p> <ul style="list-style-type: none"> (a) provide for each JV partner, completed JV Partner Information (Form PW7A-3); (b) provide the JV agreement or Letter of Intent along with the proposed agreement of the intended JV as stated under ITT Sub Clause 18.1
30. Documents Establishing the Eligibility and Conformity of Materials, Equipment and Services	<p>30.1 Tenderers shall submit documentary evidence to establish the origin of all Materials, Equipment and services to be supplied under the Contract as stated under ITT Clause 6.</p>
	<p>30.2 To establish the conformity of the Materials, Equipment and services to be supplied under the Contract, the Tenderer shall furnish, as part of its Tender, the documentary evidence (which may be in the form of literature, specifications and brochures, drawings or data) that these conform to the technical specifications and standards specified in Section 7, General Specifications and Section 8, Particular Specifications.</p>

31. Documents Establishing Technical Proposal	31.1 Tenderers shall furnish a Technical Proposal including a statement of work methods, equipment, personnel, schedule and any other information as stipulated in TDS , in sufficient detail to demonstrate the adequacy of the Tenderer's proposal to meet the work requirements and the completion time.
32. Documents Establishing the Tenderer's Qualification	32.1 Tenderers shall complete and submit the Tenderer Information (Form PW7A-2/PW7A-3) and shall include documentary evidence, as applicable to satisfy the following: (a) general experience, of the entity(s) participating in the Tender, in construction works as stated under ITT Sub Clause 14.1(a), substantiated by the year of registration/constitution/licensing in its country of origin;

	<ul style="list-style-type: none"> (b) specific experience, of the entity(s) participating in the Tender, in construction works under public sector of similar nature and size as stated under ITT Sub Clause 14.1(b), substantiated by Completion Certificate (s) issued by the relevant Procuring Entity(s); (c) average annual construction turnover i.e total certified payments received for contracts in progress or completed under public sector for a period as stated under ITT Sub Clause 15.1(a), substantiated by Statement(s) of Receipts, from any scheduled Bank of Bangladesh, issued not earlier than twenty-eight (28) days prior to the day of the original deadline for submission of Tenders; (d) adequacy of minimum liquid assets i.e working capital substantiated by Audit Reports mentioned in (i) below or credit line(s) substantiated by any scheduled Bank of Bangladesh in the format as specified (Form PW3A-7), without alteration, issued not earlier than twenty-eight (28) days prior to the day of the original deadline for submission of Tenders for this Contract as stated under ITT Sub Clause 15.1(b); (e) information regarding claims under litigation, current or during the last years as specified in the TDS, in which the Tenderer is involved, the parties concerned, and value of claim as stated under ITT Sub Clause 15.1(c), substantiated by statement(s) of the entity(s) participating in the Tender in its letter-head pad; (f) technical and administrative personnel along with their qualification and experience proposed for the Contract as stated under ITT Clause 16; (g) major items of construction equipment proposed to carry out the Contract as stated under ITT Clause 17, substantiated by statement(s) of the entity(s) participating in the Tender in its letter-head pad declaring source of its availability; (h) authority(s), to seek references from the Tenderer's Bankers or any other sources, of the entity(s) participating in the Tender in its letter-head pad; (i) reports on the financial standing of the Tenderer, such as profit and loss statements and audited balance sheet for the past years as specified in the TDS, of the entity(s) participating in the Tender, substantiated by Audit Reports.
33. Validity Period of Tender	33.1 Tender Validities shall be determined on the basis of the complexity of the Tender and the time needed for its examination, evaluation, approval of the Tender and issuance of the Notification of Award.
	33.2 Tenders shall remain valid for the period specified in the TDS after the date of Tender submission deadline

	prescribed by the Employer, as stated under ITT Sub Clause 42.1. A Tender valid for a period shorter than that specified will be considered non-responsive by the Employer.
34. Extension of Tender Validity and Tender Security	<p>34.1 In justified exceptional circumstances, prior to the expiration of the Tender validity period, the Employer may solicit not later than ten (10) days before the expiry date of the Tender Validity, compulsorily all the Tenderers' consent to an extension of the period of validity of their Tenders.</p>
	<p>34.2 The request for extension of Tender Validity period shall state the new date of the validity of the Tender.</p> <p>34.3 The request from the Employer and the responses from the Tenderers will be made in writing.</p> <p>34.4 Tenderers consenting in writing to the request made by the Employer under ITT Sub Clause 34.3 shall also correspondingly extend the validity of its Tender Security for twenty eight (28) days beyond the new date for the expiry of the Tender Validity.</p> <p>34.5 Tenderers consenting in writing to the request as stated under ITT Sub Clause 34.3 shall not be required or permitted to modify its Tender in any circumstances.</p> <p>34.6 If the Tenderers are not consenting in writing to the request made by the Employer as stated under ITT Sub Clause 34.2, its Tender shall not be considered in the subsequent evaluation.</p>
35. Tender Security	<p>35.1 Tenderers shall furnish as part of its Technical offer, in favour of the Employer or as otherwise directed on account of the Tenderer, a Tender Security in original form and, in currency of the Tender, as stated under ITT Sub Clause 28.1, of the amount as specified in the TDS.</p> <p>35.2 If the Tender is a Joint Venture, the Tenderer shall furnish as part of its Tender, in favour of the Procuring Entity or as otherwise directed on account of the title of the existing or intended JV or any of the partners of that JV or in the names of all future partners as named in the Letter of Intent of the JV, a Tender Security in original form and in the amount as stated under ITT Sub Clause 35.1.</p> <p>35.3 In case of substitution of the Tender as stated under ITT Clause 46 a new Tender Security shall be required in the substituted Tender.</p>
36. Form of Tender Security	<p>36.1 The Tender Security shall:</p> <p>(a) be in the form of an irrevocable Bank Guarantee issued by an internationally reputable Bank which has a correspondent Bank located in Bangladesh, in</p>

	<p>the format (Form PW7A-6) furnished in Section 5: Tender and Contract Forms;</p> <p>(b) be payable promptly upon written demand by the Employer in the case of the conditions listed in ITT Sub Clause 35 being invoked; and</p> <p>(c) remain valid for at least twenty eight (28) days beyond the expiry date of the Tender Validity in order to make a claim in due course against a Tenderer in the circumstances as stated under ITT Sub Clause 35 and pursuant to Rule 25 of the Public Procurement Rules, 2008.</p>
37. Authenticity of Tender Security	37.1 The authenticity of the Tender Security submitted by a Tenderer shall be examined and verified by the Employer in writing from the Bank issuing the security, prior to finalization of the Evaluation Report.
	37.2 If a Tender Security is found to be not authentic, the Tender which it covers shall not be considered for subsequent evaluation and in such case the Employer shall proceed to take punitive measures against that Tenderer as stated under ITT Sub Clause 4.4.
	37.3 A Tender not accompanied by a valid Tender Security as stated under ITT Clause 35, 36 and 37 will be considered non-responsive by the Employer.
38. Return of Tender Security	38.1 No Tender Securities shall be returned by the Tender Opening Committee (TOC) during and after the opening of the Tenders.
	38.2 No Tender Security shall be returned to the Tenderers before contract signing, except to those who are considered non-responsive.
	38.3 Tender Securities of the non-responsive Tenders shall be returned immediately after the Evaluation Report has been approved by the Employer.
	38.4 Tender Securities of the responsive Tenders shall be returned only after the lowest evaluated Tenderer has submitted the Performance Security and signed the Contract; that being even before the expiration of the Tender Validity period as stated under ITT Clause 33.
	38.5 Tender Securities of the Tenderers not consenting within the specified date in writing to the request made by the Employer under ITT Sub Clause 34.2 in regard to extension of its Tender Validity shall be discharged or returned forthwith.
39. Forfeiture of Tender Security	<p>39.1 Tender Security may be forfeited, if a Tenderer:</p> <p>(a) withdraws its Tender after opening of Tenders but</p>

	<p>within the validity of the Tender as stated under ITT Clause 33 and 34; or</p> <p>(b) refuses to accept a Notification of Award as stated under ITT Sub Clause 68.3 ;</p> <p>or</p> <p>(c) fails to furnish Performance Security as stated under ITT Sub Clause 69.2 and 69.3 ;</p> <p>or</p> <p>(d) refuses to sign the Contract as stated under ITT Sub Clause 73.2;</p> <p>or</p> <p>(e) does not accept the correction of the Tender price following the correction of the arithmetic errors as stated under ITT Clause 58.</p>
40. Format and Signing of Tender	<p>40.1 Tenderers shall prepare one (1) original of the documents comprising the Technical Offer as described in ITT Clause 24.2 and clearly mark it “ORIGINAL OF TECHNICAL OFFER” In addition, the Tenderers shall prepare the number of copies of the Technical Offer, as specified in the TDS and clearly mark each of them “COPY OF THE TECHNICAL OFFER.” In the event of any discrepancy between the original and the copies, the ORIGINAL shall prevail.</p>
	<p>40.2 Tenderers shall prepare one (1) original of the documents comprising the Financial Offer as described in ITT Clause 24.3 and clearly mark it “ORIGINAL OF FINANCIAL OFFER” In addition, the Tenderers shall prepare the number of copies of the Technical Tender, as specified in the TDS and clearly mark each of them “COPY OF THE FINANCIAL OFFER” In the event of any discrepancy between the original and the copies, the ORIGINAL shall prevail.</p>
	<p>40.3 Alternatives, if permitted in accordance with ITT Clause 26, shall be clearly marked “Alternative”.</p>
	<p>40.4 The original and each copy of the Tender shall be typed or written in indelible ink and shall be signed by the Person duly authorized to sign on behalf of the Tenderer. This authorization shall consist of a written authorization and shall be attached to Technical Offer Submission Letter (Form PW7A-1a) and Financial Offer Submission Letter (Form PW7A-1b). The name and position held by each Person(s) signing the authorization must be typed or printed below the signature. All pages of the original and of each copy of the Tender, except for un-amended printed literature, shall be numbered sequentially and signed or initialled by the person signing the Tender i.e. authorised representative.</p>
	<p>40.5 Any interlineations, erasures, or overwriting will be valid</p>

	<p>only if they are signed or initialled by the Person(s) signing the Tender.</p> <p>40.6 Person(s) signing the Tender shall describe his or her name, address, position along with his or her national Identification Number, if any.</p>
<h2 style="text-align: center;">E. Tender Submission</h2>	
<p>41. Sealing, Marking and Submission of Tender</p>	<p>41.1 Tenderers shall enclose the original of Technical Offer in one (1) envelope and all the copies of the Technical Offer, including the alternatives, if permitted under ITT Clause 26, in another envelope, duly marking the envelopes as “ORIGINAL OF TECHNICAL OFFER” “ALTERNATIVES” (if permitted), “COPY OF TECHNICAL OFFER”, “ALTERNATIVES” (if permitted) These sealed envelopes for the original and copies of the technical Tender shall then be enclosed and sealed in one single envelope and clearly mark it “Envelope-01: TECHNICAL OFFER”.</p> <p>41.2 The inner and outer envelopes of Technical Offer shall:</p> <ul style="list-style-type: none"> (a) be addressed to the Procuring Entity at the address as stated under ITT Sub Clause 42.1; (b) bear the name of the Tender and the Tender Number as stated under ITT Sub Clause 1.1; (c) bear the name and address of the Tenderer; (d) bear a statement “DO NOT OPEN BEFORE -----” the time and date for Tender opening as stated under ITT Sub Clause 48.1; (e) bear any additional identification marks as specified in the TDS. <p>41.3 Tenderers shall enclose the original of Financial Offer in one (1) envelope and all the copies of the Financial Offer in another envelope, duly marking the envelopes as “ORIGINAL OF FINANCIAL OFFER” & “COPY OF FINANCIAL OFFER”. These sealed envelopes for the original and copies of the Financial Tender shall then be enclosed and sealed in one single envelope and clearly mark it “ENVELOPE-02: FINANCIAL OFFER.</p> <p>41.4 The inner and outer envelopes of Financial Offer shall:</p> <ul style="list-style-type: none"> (a) be addressed to the Procuring Entity at the address as stated under ITT Sub Clause 42.1; (b) bear the name of the Tender and the Tender Number as stated under ITT Sub Clause 1.1; (c) bear the name and address of the Tenderer; (d) bear a statement “DO NOT OPEN BEFORE THE TECHNICAL OFFER EVALUATION AND APPROVAL”.

	(e) bear any additional identification marks as specified in the TDS .
	41.5 The Envelope-01 as stated in ITT Clause 41.1 and Envelope-02 as in ITT Clause 41.3 shall then be enclosed and sealed in one single outer envelope which shall contain the information as stated under ITT Clause 41.2 (a) to (e) & ITT Clause 41.4 (a) to (d)
	41.6 Tenderers are solely and entirely responsible for pre-disclosure of Tender information if the envelope(s) are not properly sealed and marked.
	41.7 Tenders shall be delivered by hand or by mail, including courier services at the address(s), as stated under ITT Sub Clause 42.1.
	41.8 Tenders shall be submitted on the basis of this Tender Document issued by the Employer.
	41.9 The Procuring Entity will, on request, provide the Tenderer with acknowledgement of receipt showing the date and time when it's Tender was received.
42. Deadline for Submission of Tender	42.1 Tenders shall be delivered to the Employer at the address specified in the TDS and no later than the date and time specified in the TDS .
	42.2 The Procuring Entity may, at its discretion on justifiably acceptable grounds duly recorded, extend the deadline for submission of Tender as stated under ITT Sub Clause 42.1, in which case all rights and obligations of the Employer and Tenderers previously subject to the deadline will thereafter be subject to the new deadline as extended.
	42.3 If submission of Tenders for this procurement is allowed in more than one location, the date and time for submission of Tender at the primary and secondary place(s) shall be as specified in the TDS .
	42.4 The Employer shall ensure that the Tenders received at the secondary place(s) are hand-delivered at the primary place as stated under ITT Sub Clause 38.1 before the time specified in the TDS; but in no case later than THREE (3) HOURS after the deadline for submission of Tenders at the secondary place(s) in case of MULTIPLE DROPPING as stated under ITT Sub Clause 42.3, as specified in the TDS .
43. Late Tender	43.1 Any Tender received by the Employer after the deadline for submission of Tenders as stated under ITT Sub Clause 42.1 shall be declared LATE, excluded, and returned unopened to the Tenderer.

44. Modification, Substitution or Withdrawal of Tender	44.1 Tenderers may modify, substitute or withdraw its Tender after it has been submitted by sending a written notice duly signed by the authorized signatory and properly sealed, and shall include a copy of the authorization confirmed by an affidavit authenticated by an authority of the Tenderer's Leading Partner's country of origin; provided that such written notice including the affidavit is received by the Employer prior to the deadline for submission of Tenders as stated under ITT Clause 42.
	40.2 If submission of Tenders for this procurement is allowed in more than one location, the Tenderer may modify, substitute or withdraw its Tender as stated under ITT Sub Clause 47.1 after it has been submitted, prior to the deadline prescribed for submission of Tenders at the primary place.
45. Tender Modification	45.1 Tenderers shall not be allowed to retrieve its original Tender, but shall be allowed to submit corresponding modification either to its original Technical Offer or Financial Offer or both, marked as "MODIFICATIONFOR TECHNICAL OFFER (MTO)" or "MODIFICATION FOR FINANCIAL OFFER (MFO)" with two separate envelopes. The envelope/envelopes marked as MTO and/or MFO then be enclosed and sealed in one single outer envelope with a written notice duly as stated under ITT Sub Clause 44.1. The outer envelope shall contain the information as stated under ITT Sub Clause 41.2(a) to (d) and clearly marked as "MODIFICATION (M)"
46. Tender Substitution	46.1 Tenderers shall not be allowed to retrieve its original Tender, but shall be allowed to submit another Technical Offer or Financial Offer or both, marked as "SUBSTITUTIONFOR TECHNICAL OFFER(STO)" or "SUBSTITUTION FOR FINANCIAL OFFER (SFO)" with two separate envelopes. The envelope/envelopes marked as STO and/or SFO then be enclosed and sealed in one single outer envelope with a written notice duly as stated under ITT Sub Clause 44.1. The outer envelope shall contain the information as stated under ITT Sub Clause 41.2(a) to (d) and clearly marked as "SUBSTITUTION (S)" .
47. Withdrawal of Tender	47.1 Tenderers shall be allowed to withdraw its Tender by a Letter of Withdrawal marked as "WITHDRAWAL" .
F. Tender Opening and Evaluation	
48. Tender Opening	48.1 Tenders shall be opened pursuant to Rule 97 following steps in Part D of Schedule IV of the Public Procurement Rules, 2008.
	48.2 Only the Technical Offer (Envelope-1) shall be opened immediately after the deadline for submission of Tenders

	<p>at the primary place as specified in the TDS but not later than ONE HOUR, after expiry of the submission deadline at the same primary place unless otherwise stated under ITT Sub Clause 48.2. Tender opening shall not be delayed on the plea of absences of Tenderers or his or her representatives. Financial offer (Envelop-02) shall not open with Technical offer (Envelop-1) and shall be kept unopened at the Custody of the Head of the Procuring Entity or his Authorised Officer (AO).</p>
	<p>48.3 Persons not associated with the Tender may not be allowed to attend the public opening of Tenders.</p>
	<p>48.4 Tenderers' representatives shall be duly authorised by the Tenderer. Tenderers or their authorised representatives will be allowed to attend and witness the opening of Tenders, and will sign a register evidencing their attendance.</p>
	<p>48.5 The authenticity of withdrawal or substitution of, or modifications to original Tender, if any made by a Tenderer in specified manner, shall be examined and verified by the Tender Opening Committee (TOC) based on documents submitted as stated under ITT Sub Clause 44.1. any envelope related to financial modification, substitute shall be recorded but not open with technical offer.</p>
	<p>48.6 Verify (M), (S), (W), (A), (O)</p> <p>(a) Firstly, envelopes marked "Withdrawal (W)" shall be opened and "Withdrawal" notice read aloud & recorded in the opening sheet. After verify the withdrawal letter is genuine, corresponding tender shall not be opened, but returned unopened to the Tenderer by Procuring Entity (PE) at a late time. No Tender withdrawal shall be permitted unless the corresponding withdrawal notice shall be as stated in 44.1& 47.1 and in such case the Tender shall be opened and recorded.</p> <p>(b) Secondly, the remaining Tenders will be sorted out and those marked "SUBSTITUTION (S)" or "MODIFICATION (M)" of Tender will be linked with their corresponding Original Tender.</p> <p>(c) Next, outer envelopes marked "SUBSTITUTION (S)" shall be opened. The inner envelopes containing the "Substitution of Technical Offer (STO)" and/or "Substitution of Financial Offer (SFO)" shall be exchanged for the corresponding envelopes being substituted, which are to be returned to the Tenderer unopened by the Procuring Entity at a later time immediately after opening of Technical Offers. Only the Substitution of Technical Offer, if any, shall be opened, read out, and recorded. Substitution of Financial Offer will remain unopened in accordance with ITT Sub Clause 48.2. No envelope shall be</p>

	<p>substituted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out and recorded at Technical Offer opening.</p> <p>(d) Next, outer envelopes marked “MODIFICATION (M)” shall be opened. No Technical Offer and/or Financial Offer shall be modified unless the corresponding modification notice contains a valid authorization to request the modification and is read out and recorded at the opening of Technical Offers. Only the Technical Offers, both Original as well as Modification, are to be opened, read out, and recorded at the opening. Financial Offers, both Original as well as Modification, will remain unopened in accordance with ITT Sub Clause 48.2</p> <p>(e) Thirdly, if so specified in this Tender Document, the envelopes marked “Alternative of Technical Offer (ATO)” shall be opened and read aloud with the corresponding Technical Offer and recorded.</p>
	<p>48.7 Ensuring that only the correct Modification for Technical Offer (MTO), Substitution for Technical Offer (STO), Alternative of Technical Offer (ATO), Original Technical offer (OTO) envelopes are opened, details of each Technical Offer will be dealt with as follows:</p> <p>(a) the Chairperson of the TOC will read aloud each Technical Offer and record in the Technical Offer Opening Sheet (TOOS):</p> <ul style="list-style-type: none"> (i) the name and address of the Tenderer; (ii) state if it is a withdrawn, modified, substituted or original Technical Offer; (iii) any alternatives; (iv) record the rejection of the Tender which submitted Technical Offer and Financial Offer together in one envelope. (v) the presence or absence of any requisite Tender Security; and (vi) such other details as the Procuring Entity, at its discretion, may consider appropriate. <p>(b) Only Technical Offer and alternatives read aloud at the Technical Offer Opening will be considered in evaluation.</p> <p>(c) all pages of the original version of the Technical Offer, except for un-amended printed literature, will be initialled by members of the TOC. Remember, No financial Offer shall be open with Technical Offer</p>
	<p>48.8 Upon completion of Technical Offer opening, all members of the TOC and the Tenderers or Tenderer’s duly</p>

	authorised representatives attending the Technical Offer opening shall sign by name, address, designation, the TOS, copies of which shall be issued to the Head of the Procuring Entity or an officer authorised by him or her and also to the members of the TOC and any authorised Consultants and, to the Tenderers immediately.
	48.9 The omission of a Tenderer's signature on the record shall not invalidate the contents and effect of the record under ITT Sub Clause 48.8.
	48.10 No Tender will be considered non-responsive at the Tender opening stage except the LATE Tenders.
	48.11 Any financial modification, rate(s) or tender price found in the technical modification envelope may result rejection of that tender.
49. Evaluation of Tenders	49.1 Technical Offers shall be examined and evaluated only on the basis of the criteria specified in the Tender Document.
	49.2 Tender Evaluation Committee (TEC) shall examine, evaluate and compare Tenders that are responsive to the requirements of Tender Documents in order to identify the successful Tenderer.
50. Evaluation Process	<p>50.1 TEC may consider a Tender Offer as responsive in the Evaluation, only if it is submitted in compliance with the mandatory requirements set out in the Tender Document. The evaluation process should begin immediately after Technical Offer opening following Two steps:</p> <ul style="list-style-type: none"> (a) Preliminary examination (b) Technical examination and responsiveness
51. Preliminary Examination	51.1 TEC shall examine the Technical Offers to confirm that all documentation as stated under ITT Clause 24 has been provided, to determine the completeness of each document submitted.
	<p>51.2 TEC shall confirm that the following documents and information have been provided in the Technical Offer. If any of these documents or information is missing, the Tender shall be considered rejected.</p> <ul style="list-style-type: none"> (a) Tender Submission Letter; (b) Written confirmation authorizing the signatory of the Tender to commit the Tenderer; and (c) Valid Tender Security.
52. Technical Examination and Responsiveness	52.1 TEC's determination of a Tender's responsiveness is to be based on the contents of the Technical itself without recourse to extrinsic evidence.

	<p>52.2 A responsive Tender is one that conforms in all respects to the requirements of the Tender Document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:</p> <ul style="list-style-type: none"> (a) affects in any substantial way the scope, quality, or performance of the Works and physical services specified in the Contract; or (b) limits in any substantial way, or is inconsistent with the Tender Documents, the Procuring Entity's rights or the Tenderer's obligations under the Contract; or (c) if rectified would unfairly affect the competitive position of other Tenderers presenting responsive Tenders. <p>During the evaluation of Technical Offer, the following definitions shall apply:</p> <p>"Deviation" is a departure from the requirements specified in the Tender Document;</p> <p>"Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Tender Document; and</p> <p>"Omission" is the failure to submit part or all of the information or documentation required in the Tender Document.</p> <p>52.3 If a Tender is not responsive to the mandatory requirements set out in the Tender Document, shall not subsequently be made responsive by the Tenderer by correction of the material deviation, reservation, or omission.</p> <p>52.4 There shall be no requirement as to the minimum number of responsive Tenders.</p> <p>52.5 The TEC will further examine the terms and conditions specified in Section 7: General Specifications and Section 8: Particular Specifications of the Tender Document have been met without any material deviation or reservation.</p> <p>52.6 Provided that a Tender is responsive, TEC may request that the Tenderer submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Technical Offer related to documentation requirements. Such omission shall not be related to any aspect of the rates of the Tender reflected in the Priced BOQ or any mandatory criteria. Failure of the Tenderer to comply with the request may result in the consideration of its Tender as non-responsive.</p> <p>52.7 The TEC's determination of a Tender's responsiveness is to be based on the documentary evidence as stated under ITT Clause 24 without recourse to extrinsic evidence.</p> <p>52.8 Information contained in a Tender submission that was not requested in the Tender Document shall not be considered in evaluation of the Tender.</p>
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	52.9 A Tender shall be considered responsive in the evaluation, only when it is submitted in compliance with the mandatory requirements set out in the Tender Document without material deviation or reservation.
	52.10 If, after the examination of the terms and conditions and the technical aspects of the Tender, the TEC determines that the Tender is not responsive in accordance with ITT Clause 24, it shall consider the Tender non-responsive.
	52.11 If a Tender is not responsive to the mandatory requirements set out in the Tender Document, it shall be considered non-responsive by the TEC and will not subsequently be made responsive by correction of the material deviation or reservation.
	<p>52.12 A material deviation or reservation is one that:</p> <ul style="list-style-type: none"> (a) affects in any substantial way the scope, quality, or performance of the Works; or (b) limits in any substantial way, or is inconsistent with the Tender Document, the Employer's rights or the Tenderer's obligations under the Contract; or (c) if rectified would unfairly affect the competitive position of other Tenderers presenting responsive Tenders. <p>[During the evaluation of Tenders, the following definitions apply:</p> <p>"Deviation" is a departure from the requirements specified in the Tender Document;</p> <p>"Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Tender Document; and</p> <p>"Omission" is the failure to submit part or all of the information or documentation required in the Tender Document.</p>
	<p>52.13 The TEC may regard a Tender as responsive even if it contains;</p> <ul style="list-style-type: none"> (a) minor or insignificant deviations which do not meaningfully alter or depart from the technical specifications, characteristics and commercial terms and, conditions or other mandatory requirements set out in the Tender Document; or (b) errors or oversights that if corrected, would not alter the key aspects of the Tender.
53. Clarification on Technical offer	<p>53.1 TEC may ask Tenderers for clarification of their Technical Offers, including breakdowns of unit rates, in order to facilitate the examination and evaluation of Technical Offers. The request for clarification by the TEC and the response from the Tenderer shall be in writing, and Technical Offers clarifications which may lead to a change in the substance of the Technical Offers or in any of the key elements of the Technical Offers as stated under ITT Sub Clause 52.2, will neither be sought nor be permitted.</p> <p>53.2 Any request for clarifications by the TEC shall not be</p>

	<p>directed towards making an apparently non-responsive Tender responsive and reciprocally the response from the concerned Tenderer shall not be articulated towards any addition, alteration or modification to its Technical Offer.</p> <p>53.3 If a Tenderer does not provide clarifications of its Technical Offer by the date and time, its Tender shall not be considered in the evaluation</p>
54. Restrictions on Disclosure of Information Relating to Procurement Process	55.1 Following the opening of Technical Offers until issuance of Notification of Award no Tenderer shall, unless requested to provide clarification to its Tender or unless necessary for submission of a complaint, communicate with the concerned Employer pursuant to Rule 31 of the Public Procurement Rules, 2008.
	55.2 Tenderers shall not seek to influence in anyway, the examination and evaluation of the Tenders.
	55.3 Any effort by a Tenderer to influence an Employer in its decision concerning the evaluation of Tenders, Contract awards may result in the consideration of its Tender being non-responsive as well as further action in accordance with Section 64 (5) of the Public Procurement Act, 2006.
	55.4 All clarification requests shall remind Tenderers of the need for confidentiality and that any breach of confidentiality on the part of the Tenderer may result in their Tender being disqualified.
55. Approval of Technical Offer	55.5 TEC shall prepare the Technical Offer Evaluation Report and shall directly submit the Evaluation Report to the Head of the Procuring Entity (HOPE) or Authorized Officer for approval.
56. Financial Offer Opening	58.1 After getting approval of the Technical Offer Evaluation Report, Financial Offer (Envelope-02) of only the Responsive Tenderers who have been determined as qualified to the requirements of the Technical Offer, shall be opened publicly, The Date, time and place of Financial Offer Opening shall be communicated to the Responsive Tenderers in writing by issuing a Financial Offer Opening notice not less than seven days before the opening.
	56.1 Ensuring that only the correct (MFO), (SFO), (OFO) envelopes of the Responsive Tenderers shall be opened, in the presence of the Responsive Tenderer's representatives who choose to attend, on the date, time and at the place as notified by the Procuring Entity in accordance with ITT Clause 56.1. Details of each Technical Offer will be dealt with as follows:

	<p>(a) the Chairperson of the Tender Evaluation Committee will read aloud each Financial Offer and record in the Financial Offer Opening Sheet (FOOS):</p> <ul style="list-style-type: none"> (i) the name and address of the Tenderer; (ii) state if it is a modified, substituted or original Financial Offer; (iii) the Tender Price; (iv) the number of initialed corrections; (v) the official cost estimate; (vi) any discounts; and (vii) any other details as the Procuring Entity, at its discretion, may consider appropriate
	<p>(b) only the discounts and alternatives read aloud and recorded at the Financial Offer Opening will be considered in Financial Offer Evaluation. No Tenders shall be rejected at the opening of the Financial Offer.</p>
	<p>(c) all pages of the original version of the Financial Offer, except for un-amended printed literature, will be initialed by members of the Tender Evaluation Committee.</p>
	<p>(d) The Procuring Entity shall, in writing, notify the Non-responsive Tenderers who have not been determined as qualified to the requirements of the Technical Offer and shall return their Financial Offers (Envelope-02) unopened after signing the Contract Award with the evaluated lowest responsive Tenderer.</p>
57. Clarification on Financial Offer	<p>57.1 TEC may ask Tenderers for clarification of their Financial Offers, about the breakdowns of unit rates, in order to facilitate the examination and evaluation of Financial Offers. The request for clarification by the TEC and the response from the Tenderer shall be in writing.</p>
	<p>57.2 Changes in the Tender price shall not be sought or permitted, except to confirm the correction of arithmetical errors discovered by the TEC in the evaluation of the Tenders, as stated under ITT Sub Clause 58.1.</p>
	<p>57.3 If a Tenderer does not provide clarifications of its Financial Offer by the date and time, its Tender shall not be considered in the evaluation.</p>
	<p>57.4 Requests for clarifications on Financial Offers shall be duly signed only by the TEC Chairperson.</p>
58. Correction of Arithmetical	<p>58.1 During the evaluation of Financial Offers, the TEC shall correct arithmetical errors on the following basis:</p>

Errors	<p>(a) if there is a discrepancy between the unit price and the line item total price that is obtained by multiplying the unit price and quantity, the unit price will prevail and the line item total price shall be corrected, unless in the opinion of the TEC there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted will govern and the unit price will be corrected; and</p> <p>(b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and</p> <p>(c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.</p> <p>58.2 Any arithmetical error or other discrepancies as stated in ITT Sub Clause 51.1 will be immediately notified by the TEC pursuant to Rule 98 (11) of the Public Procurement Rules, 2008 to the concerned Tenderer for acceptance.</p>
59. Conversion to Single Currency	<p>59.1 For evaluation and comparison purposes, the currency of the Tender shall be converted into Bangladesh Taka currency.</p> <p>59.2 The exchange rate for conversion, as stated under ITT Sub Clause 59.1, to be used in arriving at the Bangladesh Taka currency equivalent shall be the selling rate quoted by the source being Bangladesh Bank on the date of opening of the Tenders.</p>
60. Financial Evaluation	<p>60.1 TEC will evaluate each Financial Offer that has been opened duly.</p> <p>60.2 To evaluate a Financial Offer, the TEC will consider the following:</p> <ul style="list-style-type: none"> (a) the Tender price, excluding Provisional Sums and the provision, if any, for contingencies in the priced Bill of Quantities, but including Day work items, where priced competitively; (b) adjustments for correction of arithmetical errors pursuant to ITT Sub Clause 58.1; (c) adjustments in order to take into consideration the unconditional discounts or methodology for application of the discount offered pursuant to ITT Sub Clause 27.7 & 27.8; (d) adjustments by converting the amount resulting from (a), (b), and (c) above , if relevant, to Bangladesh Taka currency, as stated under ITT Sub Clause 59;

	(e) adjustments for any other acceptable variations or deviations pursuant to ITT Sub Clause 58.
	60.3 Variations, deviations, alternatives and other factors which are in excess of the requirements of the Tender Document or otherwise result in unsolicited benefits for the Employer will not be taken into account in Financial Offers evaluation.
	60.4 The estimated effect of any price adjustment provisions under GCC Clause 74, applied over the period of execution of the Contract, will not be taken into account in Financial Offers evaluation .
	60.5 If so indicated in the ITT Sub Clause 1.1 the Employer may award one or multiple lots to one Tenderer following the methodology specified in ITT Sub Clause 60.6.
	60.6 To determine the lowest-evaluated lot or combination of lots, the TEC will take into account: <ul style="list-style-type: none"> (a) the experience and resources sufficient to meet the aggregate of the qualifying criteria for the individual lot; (b) the lowest-evaluated Tender for each lot calculated in accordance with all the requirements of Evaluation Criteria; (c) the price reduction on account of discount per lot or combination of lots and the methodology for application of the discount as offered by the Tenderer in its Tender; and (d) the Contract-award sequence that provides the optimum economic combination on the basis of least overall cost of the total Contract package taking into account any limitations due to constraints in Works or execution capacity determined in accordance with the post-qualification criteria stated under ITT Clause 63.
	60.7 TEC may recommend increasing the amount of the Performance Security above the amounts as stated under ITT Sub Clause 69.1 but not exceeding twenty-five (25) percent of the Contract Price, if in the opinion of TEC, it is found that the Tender is significantly unbalanced as a result of front loading.
61. Price Comparison	61.1 The TEC will compare all responsive Tenders to determine the lowest-evaluated Tender, in accordance with ITT Clause 60.
	60.1 In the extremely unlikely event that there is a tie for the lowest evaluated price, the Tenderer with the superior past performance .
	60.2 In the event that there is a tie for the lowest price and

	<p>none of the Tenderers has the record of past performance with the Procuring Entity, then the Tenderer shall be selected, subject to firm confirmation through the Post-qualification process, after consideration as to whether the Tenderer has demonstrated in its Tender superior past performance with the other Procuring Entities or a more efficient work programme and work methodology.</p>
	<p>60.3 The ranking set forth after having adjusted arithmetical errors or other discrepancies and having excluded 'provisional sums' and provision, if any, for contingencies within the Tender price, but including Day Work.</p>
	<p>60.4 The successful Tenderer as stated under ITT Sub Clauses 61.1, 61.2 and 61.3 shall not be selected through lottery under any circumstances.</p>
62. Negotiations	<p>62.1 No negotiations shall be held during the Tender evaluation or award with the lowest or any other Tenderer.</p>
	<p>62.2 The Employer through the TEC may, however, negotiate with the lowest evaluated Tenderer with the objective to reduce the Contract price by reducing the scope of works or a reallocation of risks and responsibilities, only when it is found that the lowest evaluated Tender is significantly higher than the official estimated cost; the reasons for such higher price being duly investigated.</p>
	<p>62.3 If the Employer decides to negotiate for reducing the scope of the requirements under ITT Sub Clause 62.2, it will be required to guarantee that the lowest Tenderer remains the lowest Tenderer even after the scope of work has been revised and shall further be ensured that the objective of the Procurement will not be seriously affected through this reduction.</p>
	<p>62.4 In the event that the Employer decides because of a high Tender price to reduce the scope of the requirements to meet the available budget, the Tenderer is not obliged to accept the award and shall not be penalised in any way for un-accepting the proposed award.</p>
63. Post-qualification	<p>63.1 After determining the lowest evaluated responsive Tender in accordance with ITT Clause 52 & 60, the Employer's TEC shall carry out the Post-qualification of the Tenderer, using only the requirements specified in Sub-section C: Qualification Criteria.</p>
	<p>63.2 The TEC shall contact the references given by Tenderers about their previous working experience to verify, if necessary, statements made by them in their Tender and to obtain the most up-to-date information available concerning the Tenderers.</p>

	63.3 The TEC may visit the premises of the Tenderer as a part of the qualification process, if practical and appropriate, to verify information contained in its Tender particularly when evaluating Tenders in respect of high value or complex Works projects.
	63.4 The objective of any visit under IITT Sub Clause 63.3 shall be limited to a general and visual inspection of the Tenderer's facilities and its plant and equipment, and there shall be no discussion concerning the Tender or its evaluation with the Tenderer during such visit(s).
	63.5 In the event that the Tenderer with lowest evaluated Tender price fails the post-qualification, the TEC shall make a similar determination for the Tenderer offering the next lowest evaluated Tender price and so on from the remaining responsive Tenders, provided that, <ul style="list-style-type: none"> (a) such action shall only be taken if the evaluated costs of the Tenders under consideration are acceptable to the Employer; (b) when the point is reached whereby the evaluated costs of the remaining responsive Tenders are significantly higher than that of the official estimate, or the market price, the Employer proceed for re-Tendering, using a revised Tender Document, where necessary, designed to achieve a more successful result.
64. Procuring Entity's Right to accept any or to reject Any or All Tenders	64.1 The Procuring Entity reserves the right to accept any Tender or to reject any or all the Tenders any time prior to contract award and , to annul the Procurement proceedings with prior approval of the Head of the Procuring Entity, any time prior to the deadline for submission of Tenders following specified procedures, without thereby incurring any liability to Tenderers, or any obligations to inform the Tenderers of the grounds for the Procuring Entity's action.
65. Rejection of All Tenders	65.1 The Employer may, in the circumstances as stated under ITT Sub Clause 65.2, reject all Tenders following recommendations from the Tender Evaluation Committee (TEC) only after the approval of such recommendations by the Head of the Procuring Entity.
	65.2 All Tenders can be rejected, if - <ul style="list-style-type: none"> (a) the price of the lowest evaluated Tender substantially exceeds the official estimate, provided the estimate is realistic; or (b) there is evidence of lack of effective competition; such as non-participation by a number of potential Tenderers;

	<p>or</p> <p>(c) the Tenderers are unable to offer the required completion time, provided the stipulated completion time is reasonable and realistic;</p> <p>or</p> <p>(d) Tenders are not responsive;</p> <p>or</p> <p>(e) evidence of professional misconduct, affecting seriously the Procurement process, is established as per Chapter Seven of the Public Procurement Rules, 2008.</p>
	65.3 Notwithstanding anything contained in ITT Sub Clause 66.2(a), Tenders may not be rejected if the lowest evaluated price is in conformity with the market price.
	65.4 The Employer, on justifiable grounds, may annul the Procurement proceedings with prior approval of the Head of the Procuring Entity, any time prior to the deadline for submission of Tenders following specified procedures.
	65.5 All Tenders received by the Employer shall be returned unopened to the Tenderers in the event Procurement proceedings are annulled under ITT Sub Clause 66.4.
	65.6 The Employer, on justifiable grounds, may further annul the Procurement proceedings, any time prior to the issuance of NOA following specified procedures.
66. Informing Reasons for Rejection	66.1 Notice of the rejection will be given promptly within seven (7) days of decision taken by the Employer to all Tenderers and, the Employer will, upon receipt of a written request, communicate to any Tenderer the reason(s) for its rejection but is not required to justify those reason(s).
G. Contract Award	
67. Award Criteria	67.1 The Employer shall award the Contract to the Tenderer whose offer is responsive to all the requirements of the Tender Document and that has been determined to be the lowest evaluated Tender, provided further that the Tenderer is determined to be Post-qualified in accordance with ITT Clause 63.
	67.2 The Tenderer will not be required, as a condition for award, to undertake responsibilities not stipulated in the Tender documents, to change its price, or otherwise to modify its Tender.
68. Notification of Award	68.1 Prior to the expiry of the Tender Validity period and within seven (7) working days of receipt of

	the approval of the award by the Approving Authority, the Employer shall issue the Notification of Award (NOA) to the successful Tenderer.
	<p>68.2 The Notification of Award, attaching the contract as per the sample (Form PW7A-7) to be signed, shall state :</p> <ul style="list-style-type: none"> (a) the acceptance of the Tender by the Employer; (b) the price at which the contract is awarded; (c) the amount of the Performance Security and its format; (d) the date and time within which the Performance Security shall be submitted; and (e) the date and time within which the Contract shall be signed.
	68.3 The Notification of Award shall be accepted in writing by the successful Tenderer within seven (7) working days from date of issuance of the Notification of Award.
	68.4 Until a formal contract is signed, the Notification of Award will constitute a Contract, which shall become binding upon the furnishing of a Performance Security and the signing of the Contract by both parties.
	68.5 The Notification of Award establishes a Contract between the Employer and the successful Tenderer and the existence of a Contract is confirmed through the signature of the Contract Document that includes all agreements between the Employer and the successful Tenderer.
69. Performance Security	69.1 The Performance Security shall be determined sufficient to protect the performance of the Contract.
	69.2 The Performance Security shall be provided by the successful Tenderer in the currency of USD or GBP or EUR or JPY and/or Bangladesh Taka, as stated under ITT Sub Clauses 28.1 and 28.2, at the percentage as specified in the TDS .
	69.3 The Employer may increase the amount of the Performance Security above the amounts as stated under ITT Sub Clause 61.2 but not exceeding twenty five (25) percent of the Contract price, if it is found that the Tender is significantly below the official estimated cost or unbalanced as a result of front loading as stated under ITT Sub Clause 60.7.
	69.4 The proceeds of the Performance Security shall be payable to the Employer unconditionally upon first written demand as compensation for any loss resulting from the Contractor's failure to complete its

	obligations under the Contract.
70. Form and Time Limit for Furnishing of Performance Security	70.1 The Performance Security, as stated under ITT Clause 69, shall be in the form of an irrevocable Bank Guarantee issued by an internationally reputable Bank which has a correspondent Bank located in Bangladesh, in the format (Form PW7A-9), acceptable to the Employer.
	70.2 Within twenty eight (28) days of issuance of the Notification of Award (NOA) but not later than the date specified therein, the successful Tenderer shall furnish the Performance Security for the due performance of the Contract in the amount as stated under ITT Sub Clauses 69.2 or 69.3.
71. Validity of Performance Security	72.1 The Performance Security shall be required to be valid until a date twenty eight (28) days beyond the Intended Completion Date as specified in Tender Document.
	72.2 If under any circumstances the Intended Completion Date is to be extended, the Performance Security shall correspondingly be extended for the same period until twenty eight (28) days from the new Intended Completion Date.
	72.3 The amount of the Performance Security as stated under ITT Sub Clauses 69.2 and 69.3 and further its validity as stated under ITT Sub Clauses 71.1 and 71.2 shall be reset to cover the Defects Liability Period in accordance with the provisions laid down in GCC Clause 79.
72. Authenticity of Performance Security	72.4 The Employer shall verify the authenticity of the Performance Security submitted by the successful Tenderer by sending a written request to the branch of the Bank issuing the irrevocable Bank Guarantee in specified format and/or, to its correspondent Bank located in Bangladesh, as and where applicable.
	72.5 If the Performance Security submitted under ITT Sub Clause 71.1 is not found to be authentic, the Employer shall proceed to take measures against the Tenderer in accordance with Section 64 of the Act and pursuant to Rule 127 of the Public Procurement Rules, 2008.
73. Contract Signing	73.1 At the same time as the Employer issues the Notification of Award (NOA), the Employer will send the draft Contract Agreement and all documents forming the Contract to the successful Tenderer.
	73.2 Within twenty-eight (28) days of issuance of the NOA, the successful Tenderer and the Employer shall sign the contract provided that the Performance Security

	submitted by the Tenderer is found to be genuine.
	73.3 If the successful Tenderer fails to provide the required Performance Security, pursuant to ITT Clause 71 or to sign the Contract, pursuant to ITT Sub Clause 73.2, Employer shall proceed to award the Contract to the next lowest evaluated Tenderer, and so on, by order of ranking.
74. Publication of Notification of Award of Contract	74.1 Notification of Award for Contract shall be notified by the Employer to the Central Procurement Technical Unit within seven (7) days of issuance of the NOA for publication in their website, and that notice shall be kept posted for not less than a month.
75. Debriefing of Tenderers	75.1 Debriefing of Tenderers by Employer shall outline the relative status and weakness only of his or her Tender requesting to be informed of the grounds for not accepting the Tender submitted by him or her without disclosing information about any other Tenderer.
	75.2 In the case of debriefing, confidentiality of the evaluation process shall be maintained.
76. Right to Complain	76.1 Any Tenderer has the right to complain if it has suffered or likely to suffer loss or damage due to a failure of a duty imposed on the Employer to fulfil its obligations in accordance with Section 29.1 of the Public Procurement Act 2006 and Part 12 of Chapter Three of the Public Procurement Rules, 2008.
	76.2 Circumstances in which a formal complaint may be lodged in sequence by a Tenderer against a Employer pursuant to Rule 56 of the Public Procurement Rules, 2008, and the complaints, if any, be also processed pursuant to Rule 57 of the Public Procurement Rules 2008.
	76.3 Tenderer shall submit his or her complaint in writing within seven (7) calendar days of becoming aware of the circumstances giving rise to the complaint.
	76.4 In the first instance, the Tenderer shall submit his or her complaint to the Employer who issued the Tender Document.
	76.5 The place and address for the first stage in the submission of complaints to the administrative authority is provided in the TDS .
	76.6 A Tenderer may appeal to a Review Panel only when that Tenderer has exhausted all his or her options of complaints to the administrative authority as stated under ITT Sub Clause 78.2

Section 2. Tender Data Sheet

<i>Instructions for completing Tender Data Sheet are provided in italics in parenthesis for the relevant ITT clauses</i>	
ITT Clause	Amendments of, and Supplements to, Clauses in the Instructions to Tenderers
A. General	
ITT 1.1	<p>The Employer is <i>[state name of Employer]</i> represented by <i>[state name of representative]</i></p> <hr/> <p>The Name of the Tender is: Brief Description of large and complex works: Tender Ref: Lot No/package No(s):</p> <p><i>[if there is more than one(1) lot, individual lots are to be identified in conformity with Section 6: Bill of Quantities]</i></p>
ITT 3.1	<p>The source of public funds is</p> <p><i>[state source, GoB or other source of funds].</i></p>
ITT 3.3	<p>The name of the Development Partner is</p> <p><i>[state name of Development Partner]</i></p>
ITT5.1	<p>Tenderers from the following countries are not eligible</p> <p><i>[state the name of countries]</i></p>
ITT 6.1	<p>Materials, Equipments and associated services from the following countries are not eligible:</p> <p><i>[state countries, if any]</i></p>
B. Tender Document	
ITT 8.2	<p>The following are authorised agents of the Employer for the purpose of issuing the Tender Document:</p> <p><u>Agent's Name:</u> Address: Telephone No.: Fax No.: e-mail address:</p> <p><i>[if not applicable, please specify "None". If there is more than one (1) Agent, then list all Agent's names and contact details]</i></p>
ITT 9.1	<p>For clarification of Tender Document purposes only, the Employer's address is: Attention:</p>

	Address: Telephone: Fax No.: e-mail address: and contact the Procuring Entity within <i>[state date]</i>
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ITT 10.1	<p>A Pre-Tender meeting shall not be held or A Pre- Tender meeting shall be held at Address: Time & Date:</p> <p><i>[delete whichever is not applicable]</i></p>
ITT 13.1	<p>Non-performance of a contract shall not occur within the last [insert number] years.</p> <p><i>[a minimum of three (3) years would be deemed reasonable; years counting backward from the date of publication of IFP]</i></p>
ITT 13.3	<p>All pending litigation shall in total not represent more than [insert number] percent of the Applicant's network.</p> <p><i>[a percentage between 10 and 15 is recommended]</i></p>
C. Qualification Criteria	
ITT 14.1(a)	<p>The minimum number of years of general experience of the Tenderer in the construction works as Prime Contractor or Subcontractor or Management Contractor shall be [state number] years.</p> <p><i>[a minimum of three (3) years would be deemed reasonable; years counting backward from the date of publication of IFT in the newspaper]</i></p>
ITT 14.1(b)	<p>The minimum specific experience as a Prime Contractor or Subcontractor or Management Contractor in construction works of at least [state number] contract(s) of [state the nature, complexity and methods/construction technology] successfully completed within the last [state number] years, each with a value of at least Tk. [state amount].</p> <p><i>[the minimum number of contracts will depend upon the size and type of construction work, and the Procuring Entity should make its own judgement based upon its experience in the sector and construction industry. For example, for large works, it could be one (1) contract of similar nature during the last three (3) years or five (5) years or ten (10) years (whichever appropriate); years counting backward from the date of publication of IFT in the newspaper]</i></p> <p><i>[the minimum value of the similar works is recommended to be between 50 and 75 percent of the estimated cost of the proposed work]</i></p> <p>[for Tenders where the package contains more than one (1) lot, this qualification requirements, only when applicable, shall be mentioned separately for each lot in the package]</p>
ITT 15.1(a)	<p>The required average annual construction turnover shall be greater than Tk [insert amount] over the last [state number] years or best [state number] years in the last [state number] years.</p> <p><i>[the required average annual construction turnover is recommended to be equal to the estimated annual cash flow for the Contract; however the multiplier may vary from 1.0 to 1.5 the larger the Contract size the lesser the multiplier should be. The period may be best three (3) years in the last five (5) years or best five (5) years in the last ten (10) years (as appropriate) ; years counting backward from the date of publication of IFT in the newspaper]</i></p> <p>Example:</p>

	<p><i>Estimated Contract Value: Tk 24 Cr.</i></p> <p><i>Contract period: 18 months</i></p> <p><i>Estimated Annual Cash Flow: Tk 16 cr</i></p> <p><i>Required average annual constructionturn over: Tk 24 cr, using a multiplier of 1.5.</i></p> <p><i>[for Tenders where the package contains more than one (1) lot, this qualification requirements shall be mentioned separately for each lot in the package]</i></p>
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ITT 15.1(b)	<p>The minimum amount of liquid assets i.e working capital or credit line(s) of the Tenderers shall be Tk <i>[state amount]</i></p> <p><i>[usually the required liquid asset is the equivalent of 2-6 months payment flow at the average construction rate (straight line distribution), accessible or available after taking into account the financial requirements of existing commitments. The actual period will depend on the speed with which the Procuring Entity will pay the Contractor's monthly certificate, allowing time to prepare an invoice, for the Project Manager's time to certify it, and at least one month contingency for preparing the cheque and making actual payment.</i></p> <p>Example:</p> <table><tr><td>Contract Value:</td><td>Tk 24 Cr.</td></tr><tr><td>Contract period:</td><td>18 months</td></tr><tr><td>Assuming work time:</td><td>1 month</td></tr><tr><td>Invoice period:</td><td>0.5 month</td></tr><tr><td>Certification Time:</td><td>0.5 month</td></tr><tr><td>Contingency Time:</td><td>1 month</td></tr></table> <p><i>Therefore, the minimum required liquid asset will be Tk 4 Cr., i.e. 3 months cash flow based on the above assumptions.]</i></p> <p>[for Tenders where the package contains more than one (1) lot, this qualification requirements shall be mentioned separately for each lot in the package]</p>	Contract Value:	Tk 24 Cr.	Contract period:	18 months	Assuming work time:	1 month	Invoice period:	0.5 month	Certification Time:	0.5 month	Contingency Time:	1 month
Contract Value:	Tk 24 Cr.												
Contract period:	18 months												
Assuming work time:	1 month												
Invoice period:	0.5 month												
Certification Time:	0.5 month												
Contingency Time:	1 month												
ITT 15.1(d)	<p>The minimum capacity shall be:[70%-80% of the official estimated cost]</p> <p>The following formulae shall be used to calculate the Tender Capacity</p> <p>Assessed Tender Capacity = (A*N*1.5-B)</p> <p>Where</p> <p>A=Maximum value of Works performed in any one year during last five years</p> <p>N= Completion time of the proposed work in <i>[insert number]</i> year.</p> <p>B= Value of Existing commitments and works to be completed during the next N Years</p> <p>For Tenders where the package contains more than one (1) Lot, this qualification requirement shall be mentioned separately for each lot in the package</p> <p>Note 1: In case the value of N is less than 12 (twelve) months the value of N shall be considered as 01 (one)</p> <p>Note 2: In case of JV tender capacity requirement for leading partner shall be minimum 40% and for other partners shall be minimum 25%.</p> <p>The Tenderer shall submit all the information in form PW7A-2 .for computing tender Capacity in the following format.</p> <p>Table 1: A=Value of Works performed in last <i>[insert number]</i> years.</p> <p><i>[a minimum of three (5) years would be deemed reasonable; years counting backward from the date of publication of IFT in the newspaper]</i></p> <table><tr><td>No</td><td>Description of works/contract</td><td>Value</td><td>Duration of</td></tr></table>	No	Description of works/contract	Value	Duration of								
No	Description of works/contract	Value	Duration of										

			(A)	contract (Start & Finish date)

Table2: B= Value of Existing commitments and works to be completed during the next N Years.

No	Description of works/contract in hand	Value (B)	Name/office of the PE	Duration of contract (Start & Finish date)

Tenderer shall fill up the tables 1 & 2 during preparation of tender along with authentic evidence i.e., copy of completion certificate for Table 1 & and copy of contract agreement for table 2.

ITT 16.1	<p>A Construction Project Manager, Engineer, and other key staff shall have the following qualifications and experience:</p> <table><tr><th>No</th><th>Position</th><th>Total Works Experience (Years)</th><th>Experience in similar works (Years)</th></tr><tr><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td></tr></table> <p><i>[qualification of an alternative Construction Project Manager may also be requested]</i></p> <p><i>[for Tenders where the package contains more than one (1) lot, this qualification requirement may be necessary for each lot in the package, subject to the nature of the control required over each package]</i></p>				No	Position	Total Works Experience (Years)	Experience in similar works (Years)												
No	Position	Total Works Experience (Years)	Experience in similar works (Years)																	
ITT 17.1	<p>Tenderers shall own or have proven access to hire or lease of the major construction equipment, in full working order as follows:</p> <table><tr><th>No</th><th>Equipment Type and Characteristics</th><th>Minimum Number Required</th></tr><tr><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td></tr></table> <p><i>[for Tenders where the package contains more than one (1) lot, this qualification requirement may be necessary for each lot in the package, subject to the nature of the control required over each package]</i></p>				No	Equipment Type and Characteristics	Minimum Number Required													
No	Equipment Type and Characteristics	Minimum Number Required																		
ITT 18.1	<p>The value of non-judicial stamp for execution of the Joint Venture Agreement shall be Tk 300 only</p>																			
ITT 18.2	<p>Maximum number of partners in the JV shall be <i>[insert number or insert “not limited”]</i></p> <p>The minimum qualification requirements of Leading Partner, other Partner(s) and requirements by summation of a JV shall be as follows :</p> <table><tr><th>TDS Clauses Reference s</th><th>Requiremen ts by summation</th><th>Requirements for Leading Partner</th><th>Requirements for other Partner(s)</th></tr><tr><td>ITT- 14.1(a)</td><td>Summation not applicable</td><td>Same as stated in TDS</td><td>Same as for Leading Partner</td></tr><tr><td>ITT- 14.1(b)</td><td>100% (summation of different contracts)</td><td>At least one Contract</td><td>Minimum requirement not applicable</td></tr><tr><td>ITT- 15.1(a)</td><td>100%</td><td>40%</td><td>25%</td></tr></table>				TDS Clauses Reference s	Requiremen ts by summation	Requirements for Leading Partner	Requirements for other Partner(s)	ITT- 14.1(a)	Summation not applicable	Same as stated in TDS	Same as for Leading Partner	ITT- 14.1(b)	100% (summation of different contracts)	At least one Contract	Minimum requirement not applicable	ITT- 15.1(a)	100%	40%	25%
TDS Clauses Reference s	Requiremen ts by summation	Requirements for Leading Partner	Requirements for other Partner(s)																	
ITT- 14.1(a)	Summation not applicable	Same as stated in TDS	Same as for Leading Partner																	
ITT- 14.1(b)	100% (summation of different contracts)	At least one Contract	Minimum requirement not applicable																	
ITT- 15.1(a)	100%	40%	25%																	

	ITT-15.1(b)	100%	40%	25%
	ITT-15.1(d)	100%	40%	25%
	ITT-16.1(a)	100%	Minimum requirement not applicable	Minimum requirement not applicable
	ITT-17.1	100%	Minimum requirement not applicable	Minimum requirement not applicable
<p><i>[it is suggested that the Procuring Entity adheres to the above proportion of minimum qualifying requirements to meet the specific procurement needs. Percent share of business of the JV partners shall not be taken into account in determining the qualification of a JV]</i></p>				

ITT 19.4	The Nominated Subcontractor(s) named [insert name(s)] shall execute the following specific components of the proposed Works: [state the components of the proposed works ; if not applicable state 'none']
D. Tender Preparation	
ITT 22.4	Tender document posted in the designated website [insert the website] [Insert the website address or "not Applicable"]
ITT 24.2(j)	The Tenderer shall submit with its Tender the following additional documents: <i>[in case of purchase of capital equipment by the Contractor as part of the overall Contract, a Performance Statement of the capital equipment in Bangladesh may be necessary and may be requested. if no other documents are required then specify "none"]</i>
ITT 24.3(d)	The Tenderer shall submit with its Tender the following additional documents: <i>[if no other documents are required then specify "none"]</i>
ITT 26.1	Alternatives will not be permitted. OR Alternatives will be permitted. <i>[if alternatives are permitted then outline the method and evaluation criteria for such alternatives]</i>
ITT 26.2	There shall be alternative times for completion of the Works, as follows: OR There shall not be alternative times for completion of the Works. <i>[alternative times for completion are usually not recommended. When alternative times for completion are permitted use the first statement and indicate the alternative times. However the evaluation must take into account the requirements for delayed completion time for which the Tender price shall be loaded. The price loading shall be calculated in a manner similar to that for liquidated damages, i.e. between 0.05 and 0.10 of ONE (1) percent of the Tender Price per day of delay and the amount then loaded onto the Tender Price accordingly]</i>
ITT 26.4	Alternative technical solutions for any parts of works will not be permitted. Or Alternative technical solutions for following parts of works will be permitted. <i>[identify such parts]</i> <i>[delete as appropriate]</i>
ITT 27.11	The prices quoted by the Tenderer shall be fixed for the duration of the Contract. OR The prices quoted by the Tenderer shall be adjustable applying the following formulae and the weightings or coefficients: <i>[delete as appropriate. if prices shall be adjustable, the methodology for adjustment including the formulae to be applicable should be specified]</i> Example: $P = A + a (Lm/Lo) + b (Blm/Bl_o) + c (CEm/CE_o) + d (RSm/RS_o) + e (STm/ST_o) + f (BRm/BR_o) + g (MIm/MIo) + h (FUm/FU_o) + \text{etc}$ where; L= Labor, Bl=Bitumen, CE=Cement, RS=Reinforcing Steel, ST=Stone, BR=Bricks, MI=Miscellaneous, FU= Fuel

	<p>Weighting or Coefficient A equals between 0.10 and 0.15 and, B (a+b+c+d+e+f+g+h+etc) equals between 0.90 and 0.85</p> <p><i>[price adjustment clauses are usually only permitted for Works Contracts, execution of which will take more than eighteen (18) months from Start Date to Completion Date. The Employer must consider each Contract on its individual merit; approval of HOPE required for Contracts of less than eighteen (18) months]</i></p>
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ITT 28.1	<p>The currency of the Tender shall be <u>USD/GBP/ER/JPY</u> and/or <u>delete</u> <u>Bangladesh Taka</u> <u>delete if not appropriate</u></p> <p><i>[denominate currency, as appropriate, for those inputs to the Works clearly identified and specified in the Bill of Quantities that a Tenderer is expected to supply from outside Bangladesh. The Employer may refer to Guidance Notes for customizing the BoQ]</i></p>
ITT 28.4	<p>The currency of the payments shall be <u>USD/GBP/ER/JPY</u> and/or <u>delete</u> <u>Bangladesh Taka</u> <u>delete if not appropriate</u></p> <p><i>[usually same as the currency of the Tender. Delete as appropriate]</i></p>
ITT 31.1	<p>The required Technical Proposal shall include the following additional information:</p> <p><i>[state any other information that may be required]</i></p>
ITT 33.2	<p>The Tender Validity period shall be [state number] days.</p> <p><i>[normally 60 to 120 days deemed reasonable depending on its complexity]</i></p>
ITT 35.2	<p>The amount of the Tender Security shall be <u>USD/GBP/ER/JPY</u> [insert amount] and/or <u>delete</u> <u>Bangladesh Taka</u> <u>delete if not appropriate</u> [insert amount] in favour of [specify the name of the beneficiary]</p> <p><i>[for more than one lot in a package, the Tender Security for each lot should be mentioned separately. The amount of Tender Security should be expressed as a fixed amount not exceeding three(3) percent of the official estimated cost for each lot in all cases]</i></p>
ITT 32.1(e)	<p>The required information regarding claims under litigation shall be current or during the last [insert number] years.</p> <p><i>[years should be consistent with the years of general experience required]</i></p>
ITT 32.1(i)	<p>The required reports on the financial standing, such as profit and loss statements and audited balance sheet shall be for the past [insert number] years.</p> <p><i>[years should be consistent with the years of general experience required]</i></p>
ITT 33.2	<p>The tender validity period shall be [insert number] days.</p> <p><i>[normally 60 to 120 days; shorter or longer period may be authorized by HOPE or Authorized officer to suit the requirements of particular Procurement activity].</i></p>

ITT 35.1	<p>The amount of the Tender Security shall be [state currency & <i>amount</i>] in favour of [<i>state the name of the beneficiary</i>]</p> <p><i>[not exceeding three(3) percent of the official estimated cost but as a fixed amount, in case of a package with one lot, or number of lots on “lot-by-by basis” Tender]</i></p> <p><i>]</i></p> <p>[for more than one lot in a package, the Tender Security for each lot may be determined on different percentage basis and , should be mentioned separately]</p>
ITT 40.1	<p>In addition to the original of the Technical offer, [<i>state number</i>] copies shall be submitted.</p> <p><i>[usually only two copies are needed, ask for more only if they are essential]</i></p>
ITT 40.2	<p>In addition to the original of the Financial offer, [<i>state number</i>] copies shall be submitted.</p> <p><i>[usually only two copies are needed, ask for more only if they are essential]</i></p>
<h2 style="text-align: center;">E. Tender Submission</h2>	
ITT 41.4(e)	<p>The inner and outer envelopes shall bear the following additional identification marks:</p> <p><i>[indicate any markings that are required on inner and outer envelopes]</i></p>
ITT 42.1	<p>For <u>Tender submission purposes</u> only, the Employer’s address is:</p> <p>Attention:</p> <p>Address:</p> <p>The deadline for the submission of Tenders is:</p> <p>Time & Date:</p>
ITT 42.3	<p>For <u>Tender submission purposes</u> only, the Employer’s address is:</p> <p><i>in case of MULTIPLE DROPPING state below the addresses of the PRIMARY PLACE and SECONDARY PLACES with Time and Date]</i></p> <p>Attention:</p> <p>Address (PRIMARY PLACE):</p> <p>The deadline for the submission of Tenders is:</p> <p>Time & Date:</p>
	<p>Attention:</p> <p>Address (SECONDARY PLACES):</p>

	<p>The deadline for the submission of Tenders is: Time & Date:</p> <p><i>[the deadline for submission of Tenders at the Secondary Places shall be fixed as such that the Tenders received at the Secondary Places can be hand-delivered to Primary Place within three (3) hours but essentially before the deadline for submission at the Primary Place]</i></p>
ITT 42.4	<p>The deadline for the hand-delivering of the Tenders at the PRIMARY PLACE is: Time & Date:</p> <p><i>[must be within three(3) hours after the deadline for submission of Tenders at the SECONDARY PLACES but essentially before the deadline for submission at the Primary Place]</i></p>
F. Tender Opening and Evaluation	
ITT 48.2	<p>The Tender opening shall take place at (<i>always the PRIMARY PLACE</i>):</p> <p>Address: Time & Date:</p>
G. Contract Award	
ITT 69.2	<p>The amount of Performance Security shall be [insert percentage] percent of the Contract price in the currency of <u>USD/GBP/ER/JPY</u> and/or delete not appropriate</p> <p><u>Bangladesh Taka</u> delete if not appropriate</p> <p><i>[ten (10) percent of the Contract price if advance payment is made, and the total percentage of Retention and Performance Security may not exceed ten (10) percent , if no advance payment has been effected. Maximum twenty five (25) percent of the total Contract price in case the Tender is significantly below the official estimated cost or unbalanced as a result of front loading]</i></p>
ITT 76.5	<p>The name and address of the office where complaints to the Employer under Rule 57 are to be submitted is:</p> <p>Name: Address: Fax No.: e-mail address:</p>

Section 3. General Conditions of Contract

A. General

1. Definitions

1.1 In the Conditions of Contract, which include Particular Conditions and these General Conditions, the following words and expressions shall have the meaning hereby assigned to them. Boldface type is used to identify the defined terms:

- (a) **Approving Authority** means the authority which, in accordance with the Delegation of Financial powers, approves the award of Contract for the Procurement of Goods, Works and Services.
- (b) **Act means** The Public Procurement Act, 2006 (Act 24 of 2006).
- (c) **Adjudicator** is the expert appointed jointly by the Employer and the Contractor to resolve disputes in the first instance, as provided for in GCC Sub Clause 100.2.
- (d) **Bill of Quantities (BOQ)** means the priced and completed Bill of Quantities forming part of the Contract defined in GCC Clause 63.
- (e) **Compensation Events** are those defined in GCC Clause 72.
- (f) **Competent Authority** means the authority that gives decision on specific issues as per delegation of administrative and/or financial powers.
- (g) **Completion Certificate** means the Certificate issued by the Engineer as evidence that the Contractor has executed the Works and Physical services in all respects as per design, drawing, specifications and Conditions of Contract.
- (h) **Completion Date** is the actual date of completion of the Works and Physical services certified by the Engineer, in accordance with GCC Clause 83.
- (i) **Contract** means the Contract Agreement, the Notification of Award, Tender Submission Letter, these Conditions, the Specification, the Drawings, the Schedules, the Priced Bill of Quantities, and the further Documents (if any) which are listed in the Contract Agreement or in the Notification of Award.
- (j) **Contract Agreement** means the Agreement entered into between the Employer and the Contractor, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein to execute, complete, and

maintain the Works.

- (k) **Contract Documents** means the documents listed in GCC Clause 6, including any amendments thereto.
- (l) **Contractor** means the Person under contract with the Employer for the execution of Works under the Rules and the Act as stated in the PCC.
- (m) **Contract Price** is the price stated in the Notification of Award (**FormPW7-7**) and as specified in the GCC Sub Clause 62.1 and, thereafter as adjusted in accordance with the provisions of the Contract.
- (n) **Contractor's Tender** is the completed Tender Document including the priced Bill of Quantities and the Schedules submitted by the Contractor to the Employer.
- (o) **Cost** means all expenditures reasonably incurred or to be incurred by the Contractor, whether on or off the Site, including overhead ,profit, taxes, duties, fees, and such other similar levies.
- (p) **Day** means calendar day unless otherwise specified as working days.
- (q) **Dayworks** means work carried out following the instructions of the Employer or the authorised Engineer and is paid for on the basis of time spent by the Contractor's workers and equipment at the rates specified in the Schedules, in addition to payments for associated Materials and Plant.
- (r) **Defect** is any part of the Works not completed in accordance with the Contract.
- (s) **Defects Correction Certificate** is the certificate issued by the Engineer upon correction of defects by the Contractor.
- (t) **Defects Liability Period** is the period specified in the PCC and calculated from the Completion Date.
- (u) **Drawings** include calculations and other information provided in Section 9 or as approved by the Engineer for the execution and completion of the Contract.
- (v) **Employer (Procuring Entity)** means a Employer having administrative and financial powers to undertake procurement of Works and Physical services using public funds and is as named in the PCC who employs the Contractor to carry out the Works.
- (w) **Engineer** is the person named in the PCC or any other competent person appointed by the Employer and notified to the Contractor who is responsible

for supervising the execution and completion of the Works and Physical services and administering the Contract.

- (x) **Equipment** is the Contractor's apparatus, machinery, vehicles and other things required for the execution and completion of the Works and remedying any defects excluding Temporary Works and the Employer's Equipment (if any), Plant, Materials and any other things to form or forming part of the Permanent Works.
- (y) **Force Majeure** means an event or situation beyond the control of the Contractor that is not foreseeable, is unavoidable, and its origins not due to negligence or lack of care on the part of the Contractor; such events may include, but not be limited to, acts of the Government in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes or more as included in GCC Clause 88.;
- (z) **GCC** means the General Conditions of Contract.
- (aa) **Government** means the Government of the People's Republic of Bangladesh.
- (bb) **Goods** mean the Contractor's Equipment, Materials, Plant and Temporary Works, or any of them as appropriate.
- (cc) **"Head of the Procuring Entity"** means the Secretary of a Ministry or a Division, the Head of a Government Department or Directorate; or the Chief Executive, by whatever designation called, of a local Government agency, an autonomous or semi-autonomous body or a corporation, or a corporate body established under the Companies Act;
- (dd) **Intended Completion Date** is the date calculated from the Commencement Date as specified in the PCC, on which it is intended that the Contractor shall complete the Works and Physical services as specified in the Contract and may be revised only by the Engineer by issuing an extension of time or an acceleration order.
- (ee) **Materials** means things of all kinds other than Plant intended to form or forming part of the Permanent Works, including the supply-only materials, if any, to be supplied by the Contractor under the Contract.
- (ff) **Month** means calendar month.
- (gg) **Original Contract Price** is the Contract Price stated in the Employer's Notification of Award and further clearly determined in the PCC.

- (hh) **Permanent works** means the permanent works to be executed by the Contractor under the Contract.
- (ii) **PCC** means the Particular Conditions of Contract.
- (jj) **Plant** means the apparatus, machinery and other equipment intended to form or forming part of the Permanent Works, including vehicles purchased for the Employer and relating to the construction of the Works and Physical services.
- (kk) **Provisional Sums means** amounts of money specified by the Employer in the Bill of Quantities which shall be used, at its discretion, for payments to Nominated Subcontractor(s) and for meeting other essential expenditures under the Contract pursuant to GCC Sub Clause 80.
- (ll) **Retention Money** means the accumulated retention moneys which the Employer retains under GCC Clause 75.
- (mm) **Schedules** means the document(s) entitled schedules, completed by the Contractor and submitted with the Tender Submission Letter, as included in the Contract. Such document may include the data, lists and schedules of rates and/or prices.
- (nn) **Site** means the places where the Permanent Works are to be executed including storage and working areas and to which Plant and Materials are to be delivered, and any other places as may be specified in the PCC as forming part of the Site.
- (oo) **Site Investigation Reports** are those that were included in the Tender Document and are factual and interpretative reports about the surface and subsurface conditions at the Site.
- (pp) **Specification** means the Specification of the Works included in the Contract and any modifications or additions to the specifications made or approved by the Engineer in accordance with the Contract.
- (qq) **Start Date** is the date defined in the PCC and it is the last date when the Contractor shall commence execution of the Works under the Contract.
- (rr) **Subcontractor** means a person or corporate body, who has a contract with the Contractor to carry out a part of the work in the Contract, which includes work on the Site.
- (ss) **Taking-Over** means a certificate issued by the Employer under GCC Clause 84.
- (tt) **Temporary Works** means all temporary works of every kind other than Contractor's Equipment

required on the Site for the execution and completion of the Permanent Works and remedying of any defects.

- (uu) **Variation** means any change to the Works directly procured from the original Contractor under some specific conditions and circumstances following approved procedures, which is instructed as a Variation under GCC Clause 65 by the Engineer that varies the Works.
- (vv) **Works** means all works associated with the construction, reconstruction, site preparation, demolition, repair, maintenance or renovation of railways, roads, highways, or a building, an infrastructure or structure or an installation or any construction work relating to excavation, installation of equipment and materials, decoration, as well as physical services ancillary to works as detailed in the PCC, if the value of those services does not exceed that of the Works themselves.
- (ww) **Writing** means communication written by hand or machine duly signed and includes properly authenticated messages by facsimile or electronic mail.

2. Interpretation

2.1 In interpreting the GCC, singular also means plural, male also means female or neuter, and the other way around. Headings in the GCC shall not be deemed part thereof or be taken into consideration in the interpretation or construance of the Contract. Words have their normal meaning under the language of the Contract unless specifically defined.

2.2 Entire Agreement

The Contract constitutes the entire agreement between the Employer and the Contractor and supersedes all communications, negotiations and agreements (whether written or verbal) of parties with respect thereto made prior to the date of Contract Agreement; except those stated under GCC Sub Clause 6.1(j).

2.3 Non waiver

(a) Subject to GCC Sub Clause 2.3(b), no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.

(b) Any waiver of a party's rights, powers, or remedies

under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

2.4 Severability

If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

2.5 Sectional completion

If sectional completion is specified in the PCC, references in the GCC to the Works, the Completion Date, and the Intended Completion Date apply to any section of the Works (other than references to the Completion Date and Intended Completion Date for the whole of the Works).

3. Communications and Notices

3.1 Communications between Parties such as notice, request or consent required or permitted to be given or made by one party to the other pursuant to the Contract shall be in writing to the addresses specified in the PCC.

3.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

3.3 A Party may change its address for notice hereunder by giving the other Party notice of such change to the address.

4. Governing Law

4.1 The Contract shall be governed by and interpreted in accordance with the laws of the People's Republic of Bangladesh.

5. Governing Language

5.1 The Contract shall be written in English. All correspondences and documents relating to the Contract may be written in English. Supporting documents and printed literature that are part of the Contract may be in another language, provided they are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Contract, such translation shall govern.

5.2 The Contractor shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.

6. Documents

6.1 The following documents forming the Contract shall be

Forming the Contract and Priority of Documents	<p>interpreted in the following order of priority:</p> <ul style="list-style-type: none"> (a) the signed Contract Agreement (Form PW7-8); (b) the Notification of Award (PW7-7); (c) the completed Tender and the Appendix to the Tender; (d) the Particular Conditions of Contract; (e) the General Conditions of Contract; (f) the Technical Specifications; (g) the General Specifications; (h) the Drawings; (i) the priced Bill of Quantities and the Schedules; and (j) any other document listed in the PCC forming part of the Contract.
7. Contract Agreement	<p>7.1 The parties shall enter into a Contract Agreement within twenty eight (28) days from the date of issuance of the Notification of Award (NOA). The costs of stamp duties and similar charges, if any, designated by the applicable law in connection with entry into the Contract Agreement, shall be borne by the Employer.</p>
8. Assignment	<p>8.1 Neither the Contractor nor the Employer shall assign, in whole or in part, its obligations under the Contract; except with the Employer's prior written approval.</p>
9. Eligibility	<p>9.1 The Contractor and its Subcontractor(s) shall not have the nationality of a country other than that specified in the PCC.</p> <p>9.2 All materials, equipment, plant, and supplies used by the Contractor in both permanent and temporary works and services supplied under the Contract shall have their origin in the countries except any specified in the PCC.</p>
10. Gratuities / Agency fees	<p>10.1 No fees, gratuities, rebates, gifts, commissions or other payments, other than those included in the Contract, shall be given or received in connection with the procurement process or in the Contract execution.</p>
11. Confidential Details	<p>11.1 The Employer and the Contractor shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract.</p>

Notwithstanding the above, the Contractor may furnish to its Subcontractor such documents, data, and other information it receives from the Employer to the extent required for the Subcontractor to perform its work under the Contract, in which event the Contractor shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Contractor under GCC Clause 11.

11.2 The Employer shall not use such documents, data, and other information received from the Contractor for any purposes unrelated to the Contract. Similarly, the Contractor shall not use such documents, data, and other information received from the Employer for any purpose other than the design, construction, or other work and services required for the performance of the Contract.

11.3 The obligations of a party under GCC Sub Clauses 11.1 and 11.2 above, however, shall not apply to information that: the Employer or Contractor needs to share with institutions participating in the financing of the Contract; now or hereafter enters the public domain through no fault of that party; can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.

11.4 The above provisions of GCC Clause 11 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Works or any part thereof.

11.5 The provisions of GCC Clause 11 shall survive completion or termination, for whatever reason.

**12. Joint
Venture,
Consortium
or
Association
(JVCA)**

12.1 If the Contractor is a Joint Venture, Consortium, or Association (JVCA),

- (a) each partner of the JV shall be jointly and severally liable for all liabilities and ethical or legal obligations to the Employer for the performance of the Contract;
- (b) the JV partners shall nominate a representative who shall have the authority to conduct all business including the receipt of payments for and on behalf of all partners of the JV;
- (c) in the event of a dispute that results in legal action against all partners of the JV, if they are available and if only one partner is available, then that partner alone shall answer on behalf of all partners

and, if the complaint lodged is proven, the penalty shall be applicable on that lone partner as whatever penalty all the partners would have received.

- (d) the JV shall notify the Employer of its composition and legal status which shall not be altered without the prior approval of the Employer.
- (e) alteration of partners shall only be allowed if any of the partners is found to be incompetent or has any serious difficulties which may impact the overall implementation of the Works, whereby the incoming partner shall require to possess qualifications equal to or higher than that of the outgoing partner.
- (f) if any of the partners of JV has been debarred from participating in any procurement activity due to corrupt, fraudulent, collusive or coercive practices, that JV partner shall be altered following provisions under GCC Sub Clause 12.1 (d) and (e), while in case the Leading Partner has been debarred due to the same reasons stated herein the Contract shall be terminated as stated under GCC Sub Clause 95.1(b).

13. Possession of the Site	13.1 The Employer shall give possession of the Site or part(s) of the Site, to the Contractor on the date(s) stated in the PCC. If possession of a part of the Site is not given by the date stated in the PCC, the Employer will be deemed to have delayed the start of the relevant activities, and this will be a Compensation Event as stated under GCC Sub Clause 72.1(a).
14. Access to the Site	14.1 The Contractor shall allow the Engineer and any person authorised by the Engineer access to the Site and to any place where work in connection with the Contract is being carried out or is intended to be carried out.
15. Employer's Responsibilities	<p>15.1 The Employer shall pay the Contractor, in consideration of the satisfactory progress of execution and completion of the Works and Physical services, and the remedying of defects therein, the Contract price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract Agreement.</p> <p>15.2 The Employer shall make its best effort to guide and assist the Contractor in obtaining, if required, any permit, licence, and approvals from local public authorities for the purpose of execution of the Works and Physical services under the Contract.</p>
16. Approval of the Contractor's Temporary Works	16.1 The Contractor shall submit Specifications and Drawings showing the proposed Temporary Works to the Engineer, who is to approve them, if they comply with the Specifications and Drawings.

	16.2	The Contractor shall be responsible for design of Temporary Works.
	16.3	All Drawings prepared by the Contractor for the execution of the Temporary or Permanent Works, are subject to prior approval by the Engineer before their use.
	16.4	The Engineer's approval shall not alter the Contractor's responsibility for design of the Temporary Works.
	16.5	The Contractor shall obtain approval of third parties to the design of the Temporary Works, where required.
17. Contractor's Responsibilities	17.1	The Contractor shall execute and complete the Works and remedy any defects therein in conformity in all respects with the provisions of the Contract Agreement.
18. Taxes and Duties	18.1	The Contractor shall be entirely responsible for all kinds of taxes, duties, fees, levies, and such other charges to be paid under the Applicable Law imposed inside and outside Bangladesh.
19. Contractor's Personnel	19.1	The Contractor shall employ the key personnel named in the Schedule of Key Personnel, as referred to in the PCC, to carry out the functions stated in the Schedule or other personnel approved by the Engineer.
	19.2	The Engineer will approve any proposed replacement of key personnel only if their relevant qualifications and abilities are equal to or higher than those of the personnel named in the Schedule.
	19.3	If the Engineer asks the Contractor to remove a particular person who is a member of the Contractor's staff or work force from the Site, he or she shall state the reasons, and the Contractor shall ensure that the person leaves the Site within three (3) days and has no further connection with the work in the Contract.
20. Subcontracting	20.1	Subcontracting the whole of the Works by the Contractor shall not be permissible. The Contractor shall be responsible for the acts or defaults of any Subcontractor, his or her agents or employees, as if they were the acts or defaults of the Contractor.
	20.2	The Contractor shall not be required to obtain consent from the Engineer, for suppliers solely of Materials or to a subcontract for which the Specialist Subcontractor(s) is already named in the Contract.
	20.3	The prior consent, in writing, of the Engineer shall however be obtained for other proposed Subcontractor(s).
21. Nominated Subcontract	21.1	Nominated Subcontractor named in the Contract shall be entitled to execute the specific components of the

or	Works stated in the PCC.
	<p>21.2 The Contractor shall not be under obligations to employ a Nominated Subcontractor against whom the Contractor raises reasonable objection by notice to the Engineer as soon as practicable, with supporting particulars while there are reasons to believe that the Subcontractor does not have sufficient competence, resources or financial strength, or does not accept to indemnify the Contractor against and from any negligence or misuse of Goods by the nominated Subcontractor, or does not accept to enter into a subcontract which specifies that, for the subcontracted work including design, if any, the Nominated Subcontractor shall undertake to the Contractor such obligations and liabilities as will enable the contractor to discharge his or her liabilities under the Contract.</p> <p>21.3 Subcontracting shall in no event relieve the Contractor from any of its obligations, duties, responsibilities, or liability under the Contract and all Subcontractors shall comply with the provisions of GCC Clause 38.</p>
22. Other Contractors	<p>22.1 The Contractor shall cooperate and share the Site with other Contractors, public authorities, utilities, the Engineer and the Employer between the dates given in the Schedule of other Contractors. The Contractor shall also provide facilities and services for them as described in the Schedule. The Employer may modify the Schedule of other Contractors, and shall notify the Contractor of any such modification.</p>
23. Engineer's Decisions	<p>23.1 Except where otherwise specifically stated in the PCC, the Engineer will decide Contractual matters between the Employer and the Contractor in its role as representative of the Employer.</p>
24. Delegation	<p>24.1 The Engineer may delegate any of his duties and responsibilities to his representative, after notifying the Contractor, and may cancel any delegation, without retroactivity, after notifying the Contractor.</p> <p>24.2 Any communications to the Contractor in accordance with such delegation shall have the same effect as if it was given by the Engineer.</p>
25. Instructions	<p>25.1 The Contractor shall carry out all instructions of the Engineer that comply with the applicable law.</p>
26. Queries about the Contract conditions	<p>26.1 The Engineer, on behalf of the Employer, will clarify queries on the Conditions of Contract.</p>
27. Safety, Security and Protection of	<p>27.1 The Contractor shall throughout the execution and completion of the Works and the remedying of any</p>

the Environment		defects therein:
		(a) take all reasonable steps to safeguard the health and safety of all workers working on the Site and other persons entitled to be on it, and to keep the Site in an orderly state;
		(b) provide and maintain at the Contractor's own cost all lights, guards, fencing, warning signs and watching for the protection of the Works or for the safety on-site; and
		(c) take all reasonable steps to protect the environment on and off the Site and to avoid damage or nuisance to persons or to property of the public or others resulting from pollution, noise or other causes arising as a consequence of the Contractors methods of operation.
28. Working Hours	28.1	The Contractor shall not perform any work on the Site on the weekly holidays, or during the night or outside the normal working hours, or on any religious or public holiday, without the prior written approval of the Engineer.
29. Welfare of Laborers	29.1	The Contractor shall comply with all the relevant labour Laws applicable to the Contractor's personnel relating to their employment, health, safety, welfare, immigration and shall allow them all their legal rights.
	29.2	The Contractor, in particular, shall provide proper accommodation to his or her labourers and arrange proper water supply, conservancy and sanitation arrangements at the site for all necessary hygienic requirements and for the prevention of epidemics in accordance with relevant regulations, rules and orders of the government.
	29.3	The Contractor, further in particular, shall pay reasonable wages to his or her labourers, and pay them in time. In the event of delay in payment the Employer may effect payments to the labourers and recover the cost from the Contractor.
	29.4	The Contractor shall appoint an accident prevention officer at the Site, responsible for maintaining safety and protection against accidents. This person shall be qualified for this responsibility, and shall have the authority to issue instructions and take appropriate protective measures to prevent accidents that could result in injury. Throughout the execution of the Works, the Contractor shall provide whatever is required by this person to exercise this responsibility and authority.
30. Child Labor	30.1	The Contractor shall not employ any child to perform any work that is economically exploitative, or is likely to be hazardous to, or to interfere with, the child's

education, or to be harmful to the child's health or physical, mental, spiritual, moral, or social development in compliance with the applicable laws and other relevant treaties ratified by the government.

31. Fossils

31.1 All fossils, coins, articles of value or antiquity, and structures and other remains or items of geological or archaeological interest found on the Site shall be placed under the care and authority of the Employer. The Contractor shall take reasonable precautions to prevent Contractor's Personnel or other persons from removing or damaging any of these findings.

31.2 The Contractor shall, upon discovery of any such finding, promptly give notice to the Engineer, who shall issue instructions for dealing with it. If the Contractor suffers delay and/or incurs cost from complying with the instructions, the Contractor shall give a further notice to the Engineer and shall be entitled subject to Claims under GCC Clause 99 to:

- (a) an extension of time for any such delay, if completion is or will be delayed, under GCC Clause 45, and
- (b) payment of any such cost, which shall be included in the Contract Price.

32. Employer's and Contractor's Risks

32.1 The Employer carries the risks that the Contract states are Employer's risks and the Contractor carries the risks that the Contract states are Contractor's risks.

33. Employer's Risks

33.1 From the Start Date until the Defects Correction Certificate has been issued, the following are Employer's risks:

the risk of personal injury, death, or loss of or damage to property (excluding the Works, Plant, Materials, and Equipment), which are due to

- i. use or occupation of the Site by the Works or for the purpose of the Works, which is the unavoidable result of the Works or
- ii. negligence, breach of statutory duty, or interference with any legal right by the Employer or by any person employed by or Contracted to him except the Contractor.

the risk of damage to the Works, Plant, Materials, and Equipment to the extent that it is due to a fault of the Employer or in the Employer's design, or due to war or radioactive contamination directly affecting the country where the Works are to be executed.

33.2 From the Completion Date until the Defects

Correction Certificate has been issued, the risk of loss of or damage to the Works, Plant, and Materials is Employer's risk, except loss or damage due to:

- (a) a Defect which existed on the Completion Date;
- (b) an event occurring before the Completion Date, which was not itself Employer's risk; or
- (c) the activities of the Contractor on the Site after the Completion Date.

34. Contractor's Risks

34.1 From the Start Date until the Defects Correction Certificate has been issued the risks of personal injury, death, and loss of or damage to property including without limitation, the Works, Plant, Materials, and Equipment, which are not Employer's risks are Contractor's risks.

35. Copyright

35.1 The copyright/IPR in all drawings, documents, and other materials containing data and information furnished to the Employer by the Contractor herein shall remain vested in the Contractor, or, if they are furnished to the Employer directly or through the Contractor by any third party, including Suppliers of materials, the copyright in such materials shall remain vested in such third party.

35.2 The Contractor shall not, except for the purposes of performing the obligations under the Contract, without the written permission of the Employer disclose or make use of any specification, plan, design and drawing, pattern, sample or information furnished by or on behalf of the Employer.

36. Limitation of Liability

36.1 Except in cases of criminal negligence or wilful misconduct:

- (a) the Contractor shall not be liable to the Employer, whether in Contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Contractor to pay liquidated damages to the Employer; and
- (b) the aggregate liability of the Contractor to the Employer, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective Works, or to any obligation of the Contractor to indemnify the Employer with respect to patent infringement.

37. Insurance

37.1 The Contractor shall provide, in the joint names of the

Employer and the Contractor, insurance cover from the Start Date to the end of the Defects Liability Period, in the amounts and deductibles specified in the PCC for the following events which are due to the Contractor's risks:

- (a) loss of or damage to the Works, Plant, and Materials;
- (b) loss of or damage to Equipment;
- (c) loss of or damage to property (except the Works, Plant, Materials, and Equipment) in connection with the Contract; and
- (d) personal injury or death.

37.2 The Contractor shall deliver policies and certificates of insurance to the Engineer, for the Engineer's approval, before the Start Date. All such insurances shall provide for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred.

37.3 If the Contractor does not provide any of the policies and certificates required, the Employer may effect the insurance which the Contractor should have provided and recover the premiums the Employer has paid from payments otherwise due to the Contractor or, if no payment is due, the payment of the premiums shall be a debt due.

37.4 Alterations to the terms of insurance shall not be made without the approval of the Engineer.

37.5 Both parties shall comply with conditions of the insurance policies.

38. Management and Progress Meetings

38.1 Either the Engineer or the Contractor may require the other to attend a management and progress meeting. The business of such meeting shall be to review the progress and plans for remaining work and to deal with matters raised in accordance with the early warning procedure.

38.2 The Engineer shall record the business of the meetings and provide copies of the record to those attending the meeting and to the Employer. The responsibility of the parties for actions to be taken shall be decided by the Engineer either at the management and progress meeting or after the meeting, and stated in writing to all concerned.

39. Corrupt, Fraudulent, Collusive or Coercive Practices

39.1 The Government requires that Employer, as well as the Contractor shall observe the highest standard of ethics during the implementation of procurement proceedings and the execution of the Contract under the Contract.

39.2 The Government requires that Employer, as well as the Contractor shall, during the Procurement proceedings and the execution of the Contract under public funds, ensure-

- (a) strict compliance with the provisions of Section 64 of the Public Procurement Act, 2006;
- (b) abiding by the code of ethics as mentioned in the Rule 127 of the Public Procurement Rules, 2008;
- (c) that neither it, nor any other member of its staff, or any other agents or intermediaries working on its behalf engages in any such practice as detailed in GCC Sub Clause 39.3.

39.3 For the purposes of GCC Sub Clause 39.2, the terms set forth below as follows:

- (a) **“corrupt practice”** means offering, giving or promising to give, receiving, or soliciting either directly or indirectly, to any officer or employee of a Employer or other public or private authority or individual, a gratuity in any form; employment or any other thing or service of value as an inducement with respect to an act or decision or method followed by a Employer in connection with a Procurement proceeding or Contract execution;
- (b) **“fraudulent practice”** means the misrepresentation or omission of facts in order to influence a decision to be taken in a Procurement proceeding or Contract execution;
- (c) **“collusive practice”** means a scheme or arrangement between two (2) or more Persons, with or without the knowledge of the Employer, that is designed to arbitrarily reduce the number of Tenders submitted or fix Tender prices at artificial, non-competitive levels, thereby denying a Employer the benefits of competitive price arising from genuine and open competition; or
- (d) **“coercive practice”** means harming or threatening to harm, directly or indirectly, Persons or their property to influence a decision to be taken in the Procurement proceeding or the execution of the Contract, and this will include creating obstructions in the normal submission process used for Tenders.

- 39.4 Should any corrupt, fraudulent, collusive or coercive practice of any kind come to the knowledge of the Employer, it will, in the first place, allow the Contractor to provide an explanation and shall, take actions only when a satisfactory explanation is not received. Such decision and the reasons thereof, shall be recorded in the record of the procurement proceedings and promptly communicated to the Contractor. Any communications between the Contractor and the Employer related to matters of alleged fraud or corruption shall be in writing.
- 39.5 If corrupt, fraudulent, collusive or coercive practices of any kind determined by the Employer against the Contractor alleged to have carried out such practices, the Employer will :
- (a) exclude the Contractor from further participation in the particular Procurement proceeding; or
 - (b) declare, at its discretion, the Contractor to be ineligible to participate in further Procurement proceedings, either indefinitely or for a specific period of time.
- 39.6 The Contractor shall be aware of the provisions on corruption, fraudulence, collusion and coercion in Section 64 of the Public Procurement Act, 2006 and Rule 127 of the Public Procurement Rules, 2008.

B. Time Control

40. Commencement of Works

- 40.1 Except otherwise specified in the PCC , the Commencement Date shall be the date at which the following precedent conditions have all been fulfilled and the Engineer's instruction recording the agreement of both Parties on such fulfilment and instructing to commence the Works is received by the Contractor:
- (a) signing of the Contract Agreement by both parties upon approval of the by relevant authorities;
 - (b) except if otherwise specified in the PCC , possession of the Site given to the Contractor as required for the commencement of the Works; and
 - (c) receipt by the Contractor of the Advance Payment under GCC Clause 78 provided that the correspondent Bank Guarantee has been delivered by the Contractor.
- 40.2 If the Engineer's instruction is not received by the Contractor within one hundred eighty (180) days from the date of signing of the Contract Agreement, the Contractor shall be entitled to terminate the Contract under GCC Sub Clause 93.1.

40.3 The Contractor shall commence the execution of the Works as soon as is reasonably practicable by the Start Date as specified in the GCC Sub Clause 1.1(pp)

after the Commencement Date, and shall then proceed with the Works with due expedition and without delay.

41. Completion of Works

41.1 The Contractor shall carry out the Works in accordance with the Programme of Works submitted by the Contractor and as updated with the approval of the Engineer as stated under GCC Clause 42 to complete them in all respects by the Intended Completion Date.

42. Programme of Works

42.1 Within the time stated in the PCC, the Contractor shall submit to the Engineer for approval a Programme of Works showing the general methods, arrangements, order, and timing for all the activities in the Works. The programme may be in the form of an Implementation Schedule prepared in any software or other form acceptable to the Engineer.

42.2 The Contractor shall submit to the Engineer for approval of an updated Programme at intervals no longer than the period stated in the PCC. An update of the Programme shall be a Programme showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work, including any changes to the sequence of the activities.

42.3 If the Contractor does not submit an updated Programme of Works at the intervals stated in the PCC, the Engineer may withhold an amount as stated in the PCC from the next payment certificate and continue to withhold this amount until the next due payment after the date on which the overdue Programme of Works has been submitted.

42.4 The Engineer's approval of the Programme of Works shall not alter the Contractor's obligations. The Contractor may revise the Programme and submit it to the Engineer again at any time for approval. A revised Programme shall show the effect of Variations and Compensation Events.

43. Pro Rata Progress

43.1 The Contractor shall maintain Pro Rata progress of the Works. Progress to be achieved shall be pursuant to GCC Clause 42 and shall be determined in terms of the value of the works done.

43.2 Failure to achieve the progress in accordance with the updated Programme of Works stated under GCC sub Clause 42.1 and 42.2 by the Contractor may be treated as the fundamental breach of the Contract under GCC Clause 95.1.

44. Early Warning

44.1 If at any time during performance of the Contract, the Contractor or its Subcontractors should encounter events, circumstances, conditions that may adversely affect the quality of the work, increase the original Contract Price or delay the execution of the Works, the Contractor shall promptly notify the Engineer in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Contractor's notice, the Engineer shall evaluate the situation, and the Contractor shall cooperate with the Engineer in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced.

44.2 The Engineer may require the Contractor to provide an estimate of the expected effect of the future event or circumstance on the original Contract price and Completion Date. The Contractor shall provide the estimate and the Engineer shall further proceed as soon as reasonably possible.

45. Extension of Intended Completion Date

45.1 The Contractor shall be entitled to an extension of the Intended Completion Date, if and to the extent that completion of the Works or any part thereof is or will be delayed by Compensation Events or a Variation or Extra Work Order.

45.2 If the Contractor considers itself to be entitled to an extension of the Intended Completion Date as stated under GCC Sub Clause 45.1, the Contractor shall give notice, not later than twenty eight (28) days after the Contractor became aware or should have become aware of the event or circumstance, to the Engineer pursuant to GCC Sub Clause 99.1.

45.3 The Employer shall decide whether and by how much to extend the Intended Completion Date within twenty-one (21) days of the Contractor asking the Engineer for a decision upon the effect of a Compensation Event or Variation and submitting full supporting information. If the Contractor has failed to give early warning of a delay or has failed to cooperate in dealing with a delay, the delay by this failure shall not be considered in assessing the extension of Intended Completion Date.

45.4 The Employer may **extend the Intended Completion Date** by twenty (20) percent of the

original Contract time as stated under GCC Sub Clause 45.1, if a Compensation Event occurs or a Variation Order is issued which does not make it possible to complete the Works by the Intended Completion Date without incurring additional cost.

45.5 In the case an extension of the Intended Completion Date required under GCC Sub Clause 45.3 is or will be more than twenty (20) percent of the original Contract time, approval of the Head of the Procuring Entity for the same shall be required to be obtained.

**46. Delays
Caused by
Authorities**

46.1 If the following conditions apply, namely:

- (a) the Contractor has diligently followed the procedures laid down by the relevant legally constituted public authorities,
- (b) these public authorities delay or disrupt the Contractor's work, and
- (c) the delay or disruption was unforeseeable;

then this delay or disruption will be considered as a cause of delay under GCC Sub Clause 46.1.

46.2 The Engineer shall notify the Contractor accordingly keeping the Employer posted.

46.3 Except in case of Force Majeure, as provided under GCC Clause 88, a delay by the Contractor in the performance of its Completion obligations shall render the Contractor liable to the imposition of Liquidated Damages pursuant to GCC Clause 76, unless an extension of Intended Completion Date is agreed upon, pursuant to GCC Clause 45.

46.4 If the Contractor fails to complete the Works by the Intended Completion Date or as extended by the Employer or Head of the Procuring Entity, as the case may be under GCC Sub Clause 45.4 or 45.5, the Contractor shall be liable to pay Liquidated Damages to the Employer pursuant to GCC Clause 76.

47. Acceleration

47.1 When the Employer wants the Contractor to finish the Works before the Intended Completion Date, the Engineer will obtain priced proposals for achieving the necessary acceleration from the Contractor. If the Employer accepts these proposals, the Intended Completion Date will be advanced accordingly and confirmed by both the Employer and the Contractor.

47.2 If the Employer accepts the Contractor's priced proposals for acceleration, they will be incorporated in the Contract Price and treated as a **Variation** under GCC Clause 65.

**48. Delays
Ordered by**

48.1 The Engineer may instruct the Contractor to delay the start or progress of any activity within the Works.

**the
Engineer**

**49. Suspension
of Work**

- 49.1 The Engineer may at any time instruct the Contractor to suspend progress of part or all of the Works. During such suspension, the Contractor shall protect, store and secure such part or the Works against any deterioration, loss or damage.
- 49.2 The Engineer may also notify the cause for the suspension. If and to the extent that the cause is notified and is the responsibility of the Contractor, the following GCC Clauses 50, 51 and 52 shall not apply.

**50. Consequences of
Suspension**

- 50.1 If the Contractor suffers delay and/or incurs Cost from complying with the Engineer's instructions under GCC Clause 48 and/or from resuming the work, the Contractor shall give notice to the Engineer and shall be entitled subject to GCC Clause 99 to:
- (a) an extension of time for any such delay, if Completion is or will be delayed, under GCC Clause 44, and
 - (b) payment of any such cost, which shall be included in the Contract Price.
- 50.2 After receiving this notice, the Engineer shall proceed to agree or determine these matters.
- 50.3 The Contractor shall not be entitled to any extension of time for, or to any payment of the cost incurred in, making good the consequences of the Contractor's faulty design, workmanship or materials, or of the Contractor's failure to protect, store or secure in accordance with GCC Clause 49.

**51. Payment
for Plant
and
Materials in
Event of
Suspension**

- 51.1 The Contractor shall be entitled to payment of the value, as at the date of suspension, of Plant and/or Materials which have not been delivered to Site, if:
- (a) the work on Plant or delivery of Plant and/or Materials has been suspended for more than twenty (28) days, and
 - (b) the Contractor has marked the Plant and/or Materials as the Employer's property in accordance with the Engineer's instructions.

**52. Prolonged
Suspension**

- 52.1 If the suspension under GCC Clause 49 has continued for more than eighty four (84) days, the Contractor may request the Engineer's permission to proceed. If the Engineer does not give permission within twenty eight (28) days after being requested to do so, the Contractor may, by giving notice to the Project Manager, treat the suspension as an omission under GCC Clause 65 of the affected part of the Works. If the suspension affects the whole of the Works, the

Contractor may give notice of termination pursuant to GCC Clause 93.

53. Resumption of Work

53.1 After the permission or instruction to proceed is given, the Contractor and the Engineer shall jointly examine the Works and the Plant and Materials affected by the suspension. The Contractor shall make good any deterioration or defect in or loss of the Works or Plant or Materials, which has occurred during the suspension after receiving from the Engineer an instruction to this effect under GCC Clause 65.

C. Quality Control

54. Execution of Works

54.1 The Contractor shall construct, install and carry out the Works and Physical services in accordance with the Specifications and Drawings as scheduled in GCC Clause 6.

55. Examination of Works before covering up

55.1 All works under the Contract shall at all times be open to examination, inspection, measurements, testing and supervision of the Engineer, and the Contractor shall ensure presence of its representatives at such actions provided proper advance notice is given by the Engineer.

55.2 No part of the Works shall be covered up or put out of sight without the approval of the Engineer. The Contractor shall give notice in writing to the Engineer whenever any such part of the Works is ready for examination and the Engineer shall attend to such examination without unreasonable delay.

56. Identifying Defects

56.1 The Engineer shall check the works executed by the Contractor and notify the Contractor of any Defects found. Such checking shall not relieve the Contractor from his or her obligations. The Engineer may also instruct the Contractor to search for a Defect and to uncover and test any work that the Engineer considers may have a Defect.

57. Testing

57.1 The Contractor shall carry out the Testing of works in accordance with this Clause after providing the relevant documents.

57.2 The Contractor shall give to the Engineer not less than twenty one (21) days' notice of the date after which the Contractor will be ready to carry out each of the Testing. Unless otherwise agreed, Testing shall be carried out within fourteen (14) days after this date, on such day or days as the

Engineer shall instruct.

57.3 In considering the results of the Testing, the Engineer shall make allowances for the effect of any use of the Works by the Employer on the performance or other characteristics of the Works. As soon as the Works have passed any Testing, the Contractor shall submit a certified report of the results of these Tests to the Engineer.

57.4 If the Engineer instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect and the test shows that it does, the Contractor shall pay for the test and any samples. If there is no Defect, the test shall be a Compensation Event.

58. Rejection of Works

58.1 If, as a result of an examination, inspection, measurement or testing, of Works it is found to be defective or otherwise not in accordance with the Contract, the Engineer may reject the Works by giving notice to the Contractor, with reasons. The Contractor shall then promptly make good the defect and ensure that the rejected Works subsequently complies with the Contract.

59. Remedial Work

59.1 Notwithstanding any test or certification, the Engineer may instruct the Contractor to:

- (a) remove from the Site and replace any Plant or Materials which is not in accordance with the Contract,
- (b) remove and re-execute any other work which is not in accordance with the Contract, and
- (c) execute any work which is urgently required for the safety of the Works, whether because of an accident, unforeseeable event or otherwise.

59.2 The Contractor shall comply with the instruction issued under GCC Sub Clause 59.1 within a reasonable time, which shall be specified in the instruction, or immediately if urgency is specified under GCC Sub Clause 59.1(c).

59.3 If the Contractor fails to comply with the instruction issued under GCC Sub Clause 59.2, the Employer shall be entitled to employ and pay other persons to carry out the work. Except to the extent that the Contractor would have been entitled to payment for the work, the Contractor shall be liable to pay all such costs arising from this failure.

60. Correction of Defects

- 60.1 The Engineer shall issue a **Defects Liability Schedule** for correction of Defects within fifty six (56) days from the Contractor's request for **Final Payment** stating the scope of corrections or additions that are necessary.
- 60.2 The Engineer shall give notice to the Contractor, with a copy to the Employer and others concerned, of any Defects before the end of the Defects Liability Period, which begins at Completion Date, and is defined in the PCC.
- 60.3 Every time notice of a Defect is given, the Contractor shall correct the notified Defect within the length of time specified by the Engineer's notice.
- 60.4 The Defects Liability Period shall be extended for as long as Defects remain to be corrected.
- 60.5 If the corrections or additions scheduled or notified by the Engineer have been completed by the Contractor, the Engineer shall issue a **Defects Correction Certificate**.

61. Uncorrected Defects

- 61.1 If the Contractor has not corrected a Defect within the time specified in the Engineer's notice, the Engineer shall assess the cost of having the Defect corrected by it, and the Contractor shall remain liable to pay the expenditures incurred on account of correction of such Defect.

D. Cost Control

62. Contract Price

- 62.1 The Contract price shall be agreed or determined under GCC Sub Clause 62.2 and as specified in the PCC.
- 62.2 The Contractor shall pay all of taxes, duties, fees, levies, and other charges required to be paid under the Applicable Law under the Contract pursuant to GCC Clause 18 and the Contract Price shall not be adjusted for any of these costs except as provided under the Conditions of the Contract.

63. Bill of Quantities

- 63.1 The priced Bill of Quantities shall be used to calculate the Contract Price. The Bill of Quantities shall provide estimated quantities for the individual items of Works and Dayworks. The Employer may include in the Bill of Quantities the Provisional Sums for payments to Nominated Subcontractor(s) and for meeting other expenditures under the Contract pursuant to GCC Sub Clause 80.
- 63.2 Except as otherwise stated in the Contract and notwithstanding any other practice:
- (a) measurement shall be made of the net actual quantity of each item of the Permanent Works , and

- (b) the method of measurement shall be in accordance with the Bill of Quantities.

63.3 Items of works quantified in the Bill of Quantities for which no rates or prices have been quoted shall be deemed covered by the amounts at rates and prices of other items in the Contract and shall not be separately paid for.

64. Changes in the Quantities and Unit Rate or Price

64.1 A new rate or price for items included in the Bill of Quantities shall, however, be appropriate for an item of work if:

- (a) the final measured quantity of the work done for any particular item in the Bill of Quantities is increased or decreased by more than twenty five (25) percent from the quantity of this item in the Bill of Quantities;
- (b) the cost resulting from such increase or decrease in quantity of this particular item in the Bill of Quantities multiplied by its specified rate or price is exceeded by one (1) percent of the original Contract price;
- (c) this particular item is not specified in the Contract as a “fixed rate item”;
- (d) this particular item is not specified in the Contract as for which no rates or prices have been quoted and deemed covered by the amounts at rates and prices of other items in the Bill of Quantities stated under GCC Sub Clause 63.3; and

64.2 The new rate or price for the particular item of work included in the Bill of Quantities described under GCC Sub Clause 64.1 shall be adjusted by the Engineer from any relevant rates or prices within the Contract by taking into consideration the context and threshold of the Variation Order as stated under GCC Clause 65.

65. Variations

65.1 The Employer may issue a Variation Order for Procurement of Works and Physical services from the original Contractor to cover any increase or decrease in quantities, including the introduction of new work items that are either due to change of plans, design or alignment to suit actual field conditions, within the **general scope** and **physical boundaries** of this Contract .

65.2 The Employer may also issue an Extra Work Order to cover the introduction of such new works necessary for the completion, improvement or protection of the original works which were not included in the original contract, on the grounds where there are subsurface or latent physical conditions at the site differing

materially from those indicated in the contract, or where there are duly unknown physical conditions at the site of an unusual nature differing materially from those usually encountered and generally recognized as inherent in the work or character provided for in the Contract.

65.3 Variations as defined under GCC Sub Clause 1.1(tt) may be initiated by the Engineer at any time prior to issuing the Taking-Over certificate for the Works, either by an instruction or by a request for the Contractor to submit a proposal.

65.4 Variations may include;

- (a) changes to the quantities of any item of work included in the Bill of Quantities as stated under GCC Sub Clause 64.1; not necessarily however, shall always constitute a Variation until the algebraic summation of costs resulting from such increases or decreases in quantities of changing items included in the Bill of Quantities under the Contract exceeds one (1) percent of the original Contract price;
- (b) changes to the quality and other characteristics of any item of work;
- (c) changes to the levels, positions and/or dimensions of any part of the Works;
- (d) omission of any work unless it is to be carried out by others;
- (e) any additional work, Plant, Materials or services necessary for the Permanent Works, including any associated testing, boreholes and other testing and exploratory work; or
- (f) changes to the sequence or timing of the execution of the Works.

65.5 The Contractor, for any Variation or Extra Work Order, shall deliver a written notice within seven (7) calendar days of being aware of the need for the Variation, giving full and detailed particulars of any extra cost in order that it may be investigated at that time, and failure to provide such notice shall constitute a waiver by the Contractor for any subsequent claim.

65.6 The Contractor shall, under no circumstances, proceed to commence the works under any Variation or Extra Work Order unless it has been approved by the **Approving Authority**.

65.7 The Head of the Procuring Entity may, in exceptions to the GCC Sub Clause 65.6, and subject to the availability of funds and to his or her satisfaction, authorize the immediate start of work under any Variation or Extra Work Order under any or all of the

following conditions -

- (a) in the event of an extreme emergency where the carrying out of the work is required urgently to avoid causing damage to public services, or damage to life or property or to both or to the Works itself; or
- (b) when time is of the essence provided that,
 - i the cumulative increase in value of works under the Contract not yet duly approved does not exceed ten (10) percent of the adjusted original Contract price.
 - ii immediately after the start of work, the corresponding Variation Order or Extra Work Order shall be prepared and submitted for approval following due procedures, and adhering to the time-line stated under GCC Sub Clause 65.11.

65.8 Any cumulative Variation Orders or Extra Work Orders beyond fifteen (15) percent of the original Contract price shall be the subject of another separate contract to be tendered out provided that the Works are separable from this Contract.

65.9 For a Variation or Extra Work Order for works justifiably inseparable from this Contract involving a cumulative amount beyond fifteen (15) percent of the original Contract price, no work thereon shall be commenced unless the said Variation or Extra Work Order has been approved by the **Approving Authority**.

65.10 The Contractor shall not make any alteration and/or modification of the Permanent Works, unless and until the Engineer instructs or communicates such approvals of a Variation or Extra work Order.

65.11 The time for processing of a Variation and an Extra Work Order from its preparation to approval may not exceed thirty (30) days.

65.12 All Variations and Extra Work Orders under the Contract shall be included in the updated Programme of Works produced by the Contractor.

66. Costing of Variations or Extra Orders

66.1 The Contractor shall provide the Engineer with a quotation for carrying out the Variation when requested to do so by the Engineer. The Engineer shall assess the quotation, which shall be given within seven (7) days of the request or within any longer period stated by the Engineer and before the Variation or Extra Work Order is ordered.

66.2 Items of works under Variation or Extra work Order are if exactly the same or similar to those in the Bill of

Quantities of the original Contract, the applicable unit rates or prices of those work items in the Bill of Quantities of the original Contract shall be used for costing of those additional work items.

66.3 For new items of works that are not included in the Bill of Quantities of the original Contract as stated under GCC Sub Clause 65.1, the unit rates or prices of those new work items shall be based on ;

- (i) the direct unit costs used in the Bill of Quantities of original Contract for other items (e.g. unit cost of cement, steel rebar, formwork, labor rate, equipment rental, etc) as indicated in the Contractor's price breakdown of the cost estimate, if available; or
- (ii) fixed prices acceptable to both the Employer and the Contractor based on market prices; or
- (iii) the direct cost of the new work items based on (i) and (ii) above shall then be combined with the mark-up factor (i.e. taxes, overheads and profit) used by the Contractor in his or her Tender to determine the unit rate or price of the new work item.

66.4 If the Contractor's quotation is found to be unreasonable, the Engineer may order the Variation and make a change to the Contract price, which shall be based on the Engineer's own forecast of the effects of the Variation on the Contractor's costs.

66.5 If the Engineer decides that the urgency of varying the work would prevent a quotation being given and considered without delaying the work, no quotation shall be given and the Variation shall be treated as a Compensation Event under GCC Sub Clause 72.

66.6 The Contractor shall not be entitled to additional payment for costs that could have been avoided by giving early warning under GCC Sub Clause 44.1.

67. Cash Flow Forecasts

67.1 When the Programme of Works is updated under GCC Sub Clause 42.2, the Contractor shall provide the Engineer with an updated cash flow forecast.

68. Payment Certificates

68.1 The basis for payment certificates shall be Bill of Quantities used to determine the Contract price.

68.2 The Contractor shall submit to the Engineer monthly statements of the estimated value of the works executed less the cumulative amount certified previously.

68.3 The Engineer shall check the Contractor's monthly statement and certify the amount to be paid to the Contractor.

- 68.4 The value of work executed shall be determined by the Engineer and shall comprise the value of the items of works completed as per the unit rates or prices in the Bill of Quantities including the priced Schedules, if any.
- 68.5 The value of work executed shall include the valuation of Variations or Extra Work Orders, Certified Dayworks and Compensation Events.
- 68.6 The Engineer may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.
- 68.7 The Engineer may in any payment certificate make any correction or modification that should properly be made to any previous payment certificate.
- 68.8 The Engineer may withhold any payment certificates under the Contract until the Programme of Works has been submitted by the Contractor as stated under GCC Sub Clause 42.2.
- 68.9 The Engineer may also withhold the cost of rectification or replacement until such rectification or replacement has been completed, if any thing supplied or work done by the Contractor is not in accordance with the Contract. Further, if the Contractor is or was failing to perform any work or obligation in accordance with the Contract, and had been so notified by the Engineer earlier, the value of this work or obligation may be withheld until the work or obligation has been performed.

69. Payments to the Contractor

- 69.1 The Employer shall pay the Contractor the amounts certified by the Engineer within twenty eight (28) days of the date of each certificate after due adjustments for deductions for advance payments, retention and any other additions or deductions which may have become due under the Contract or otherwise, including those under GCC Clause 99.
- 69.2 Items of works quantified in the Bill of Quantities for which no rates or prices have been quoted shall be deemed covered by the amounts at rates and prices of other items in the Contract as stated under GCC Sub Clause 63.3 and shall under no circumstances be paid for, by the Employer.
- 69.3 Payments due to the Contractor in each certificate shall be made into the Bank Account of the title of the Contract specified in the PCC and nominated by the Contractor in the currency specified in the Contract.

70. Delayed

- 70.1 If the Contractor does not receive payments as stated

Payment

under GCC Sub Clause 69.1, the Contractor shall be entitled to receive financing charges compounded monthly on the amount unpaid during the period of delay. This period shall be deemed to commence on the date due for payment specified in GCC Sub Clause 69.1.

70.2 These financing charges shall be calculated at the annual rate of interest as specified in the PCC.

70.3 If an amount certified is increased in a subsequent certificate as a result of an award by an Arbitrator, the Contractor shall be paid interest upon the delayed payment as set out in this clause. Interest shall be calculated from the date upon which the increased amount would have been certified in the absence of dispute.

71. Payments to Nominated Subcontractor(s)

71.1 The Contractor shall pay to the Nominated Subcontractor(s) the amounts shown on the Nominated Subcontractor's invoices approved by the Contractor which the Engineer certifies to be due in accordance with the subcontract included under the Contract.

72. Compensation Events

72.1 The following shall be Compensation Events:

- (a) The Employer does not give access to or possession of the Site or part of the Site by the Site Possession Date stated in the GCC Sub Clause 13.1;
- (b) The Employer modifies the Schedule of other Contractors in a way that affects the works of the Contractor under the Contract;
- (c) The Engineer orders a delay or does not issue Drawings, Specifications, or instructions required for execution of the Works on time;
- (d) The Engineer instructs the Contractor to uncover or to carry out additional tests upon work, which is then found to have no Defects;
- (e) The Engineer unreasonably does not approve a subcontract to be let, if applicable;
- (f) Ground conditions are substantially more adverse than could reasonably have been assumed before issuance of the Notification of Award from the information issued to Tenderers (including the Site Investigation Reports), from information available publicly and from a visual inspection of the Site;
- (g) The Engineer gives an instruction for dealing with an unforeseen condition, caused by the Employer, or additional work required for safety or other reasons;

- (h) Other Contractors, public authorities, utilities, or the Employer do not work within the dates and other constraints stated in the Contract, and they cause delay or extra cost to the Contractor;
- (i) The advance payment is delayed;
- (j) The effects on the Contractor of any of the Employer's Risks;
- (k) The Engineer unreasonably delays issuing a Completion Certificate;
- (l) A situation of Force Majeure has occurred, as defined in GCC Clause 88; and
- (m) Other Compensation Events described in the Contract or determined by the Engineer in the PCC shall apply.

72.2 If a Compensation Event would cause additional cost or would prevent the work being completed before the Intended Completion Date, the Contract price shall be increased and/or the Intended Completion Date shall be extended. The Engineer shall decide whether and by how much the Contract price shall be increased and whether and by how much the Intended Completion Date shall be extended, only on justifiably acceptable grounds duly recorded.

72.3 As soon as the Contractor has provided information demonstrating the effect of each Compensation Event upon the Contractor's forecast cost, the Engineer shall assess it, and the Contract price shall be adjusted accordingly. If the Contractor's forecast is deemed unreasonable, the Engineer shall adjust the Contract price based on the Engineer's own forecast. The Engineer will assume that the Contractor will react competently and promptly to the event.

72.4 The Contractor shall not be entitled to compensation to the extent that the Employer's interests are adversely affected by the Contractor not having given early warning or not having cooperated with the Engineer.

**73.
Adjustments for
Changes in
Legislation**

73.1 Unless otherwise specified in the Contract, if between the date twenty-eight (28) days before the submission of Tenders for the Contract and the date of the last Completion Certificate, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in Bangladesh (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Completion Date and/or the Contract price, then such Completion Date and/or Contract price shall be correspondingly increased or decreased, to the extent

that the Contractor has thereby been affected in the performance of any of its obligations under the Contract.

73.2 The Engineer shall adjust the Contract Price on the basis of the change in the amount of taxes, duties, and other levies payable by the Contractor, provided such changes have not already been accounted for in the price adjustment as defined in GCC Clause 74 and/or reflected in the Contract price.

74. Price Adjustment

74.1 Prices shall be adjusted for fluctuations in the cost of inputs only if provided for in the PCC. If so provided, the amounts as certified in each payment certificate, before deducting for Advance Payment, shall be adjusted by applying the respective price adjustment factor to the payment amount. The generic formula indicated below in the form as specified in the PCC applies:

$$P = A + B (I_m/I_o)$$

where:

P is the adjustment factor

A and **B** are Coefficients specified in the PCC, representing the nonadjustable and adjustable portions, respectively, of the Contract; and

I_m is the Index during the month the work has been executed and **I_o** is the Index prevailing twenty eight (28) days prior to the deadline for submission of Tender.

The Indexes to be used is as published by the Bangladesh Bureau of Statistics (BBS) on a monthly basis. In case not available, then other countries or authorities of the sources mentioned in **Appendix to the Tender** may be used.

74.2 If the value of the Index is changed after it has been used in a calculation, the calculation shall be corrected and an adjustment made in the next or in the final payment certificate. The Index value shall be deemed to take account of all changes in price due to fluctuations.

75. Retention Money

75.1 The Employer shall retain from each progressive payment due to the Contractor at the percentage specified in the PCC until completion of the whole of the Works under the Contract.

75.2 On completion of the whole of the Works, the first half the total amount retained under GCC Sub Clause 75.1 shall be repaid to the Contractor and the remaining second half after the Defects Liability Period has passed and the Engineer has certified in

the form of **Defects Corrections Certificate** as stated under GCC Sub Clause 60.5 that all Defects notified by the Engineer to the Contractor before the end of this period have been corrected.

75.3 On completion of the whole of the Works, the Contractor may substitute an unconditional Bank Guarantee an internationally reputable Bank which has a correspondent Bank located in Bangladesh in the format as specified (**Form PW7-11**) acceptable to the Employer for the second half of the retention money as stated under GCC Sub Clause 75.2.

75.4 Deductions of Retention Money shall be applicable in this Contract, if no advance payment has been made to the Contractor and in such case, the provisions under GCC Sub Clauses 79.1 and 79.2 shall be applied.

75.5 If the provision of Retention Money is not included in this Contract these Sub Clauses shall not apply except the relevant ones.

76. Liquidated Damages

76.1 The Contractor shall be liable to pay Liquidated Damages or in other words the Delay Damages to the Employer at the rate per day as specified in the PCC for each day of delay from the Intended Completion Date, for the uncompleted Works or for any part thereof.

76.2 The total amount of Liquidated Damages shall not exceed the amount defined in the PCC.

76.3 Once the cumulative amount of Liquidated Damages reaches ten (**10**) percent of the Contract price, the Employer may rescind the Contract, without prejudice to other courses of action and remedies open to it.

76.4 The amount of Liquidated Damages may be deducted from any money due or which may become due to the Contractor under the Contract and/or collect such amount of Liquidated Damages from the Retention Money (if any) or other securities posted by the Contractor whichever is convenient to the Employer.

76.5 Payment of Liquidated Damages by the Contractor shall not relieve the Contractor from its obligations.

76.6 If the Intended Completion Date is extended after Liquidated Damages have been paid, the Engineer shall correct any overpayment of Liquidated Damages by the Contractor by adjusting the next payment certificate.

77. Bonus

77.1 The Contractor shall be paid a Bonus calculated at the rate per calendar day if stated in the PCC for

each day (less any days for which the Contractor is paid for acceleration) that the Completion of the whole of the Works is earlier than the Intended Completion Date. The Engineer shall require certifying that the Works are complete, although they may not have fallen due to being complete as per approved updated Programme of Works.

78. Advance Payment

- 78.1 The Employer shall make advance payment, if so specified in the PCC, to the Contractor in the amounts and by the dates specified in the PCC against an Unconditional Bank Guarantee issued by an internationally reputable Bank which has a correspondent Bank located in Bangladesh in the format as specified (**Form PW7-10**) and acceptable to the Employer, of an amount equal to the advance payment.
- 78.2 The Guarantee stated under GCC Sub Clause 78.1 shall remain effective until the advance payment has been repaid by the Contractor, but the amount of the Guarantee shall be progressively reduced by the amounts repaid. No interest will be charged on the advance payment made.
- 78.3 The Contractor shall use the advance payment only to pay for Equipment, Plant, Materials, and mobilization expenses required specifically for execution of the Contract. The Contractor shall demonstrate that advance payment has been used for such specific purposes by supplying copies of invoices or other documents to the Engineer.
- 78.4 The advance payment shall be repaid by deducting at proportionate rate from payments otherwise due to the Contractor, based on percentages of actually completed Works as specified in the PCC.
- 78.5 Advance payment or its repayment shall not be taken into account in assessing Valuation of work done, Variations or Extra Work Order, Price Adjustments, Compensation Events, Bonuses or Liquidated Damages.
- 78.6 If the repayment of advance payment by the Contractor has not been completed by twenty eight (28) days prior to the expiry date of the Guarantee stated under GCC Sub Clause 78.2, the Contractor shall correspondingly extend the validity of the Guarantee for a period so long the advance payment has been fully repaid.
- 78.7 If the provision of advance payment is not included in this Contract these Sub Clauses shall not apply.

79.

- 79.1 Without limitation to provisions of any of these Sub

Performance Security

Clauses, whenever the Engineer determines an addition or a reduction to the Contract price as a result of change in cost and/or legislation or a result of Variation or Extra Work Order amounting to more than fifteen (15) percent of the original Contract price, the Contractor shall at the Engineer's request promptly increase, or may decrease, as the case may be, the amount of the Performance Security furnished at the time of signing of the Contract Agreement by an equal percentage.

- 79.2 The Performance Security furnished at the time of signing of the Contract Agreement or as determined under GCC Sub Clause 79.1, shall be substituted by a new Security covering fifty (50) percent of the amount of the Performance Security to cover the Defects Liability Period.
- 79.3 The amount of the new Security under GCC Sub Clause 79.1 to be provided by the Contractor shall be calculated based on the final Contract Price and shall cover twenty eight (28) days beyond the Defects Liability Period.
- 79.4 The Employer shall notify the Contractor of any claim made against the Bank issuing the Performance Security.
- 79.5 The Employer may claim against the security if any of the following events occurs for fourteen (14) days or more.
- (a) The Contractor is in breach of the Contract and the Employer has duly notified him or her ; and
 - (b) The Contractor has not paid an amount due to the Employer and the Employer has duly notified him or her.
- 79.6 In the event the Contractor is liable to pay compensation under the Contract amounting to the full value of the Performance Security or more, the Employer may call the full amount of the Performance Security.
- 79.7 The Employer shall not make any claim under the Performance Security, except for amounts to which the Employer is entitled under the Contract.
- 79.8 If there is no reason to call the Performance Security, the Performance Security shall be discharged by the Employer and returned to the Contractor not later than twenty-eight (28) days following the date of issuance of Defects **Correction Certificate** of Works by the Engineer as stated under GCC Sub Clause 60.5 or as otherwise specified in the Contract.

80. Provisional Sums

- 80.1 Provisional Sums shall only be used, in whole or in part, in accordance with the Engineer's instructions and the Contract price shall be adjusted accordingly. The total sum paid to the Contractor shall include only such amounts, for the work, supplies or services to which the Provisional Sum relates, as the Engineer shall have instructed.
- 80.2 Plants, Materials or Services to be purchased by the Contractor under the provisions of GCC Sub Clause 80.1 from Nominated Subcontractor(s) or for meeting the other expenditures under the Contract, and for which there shall be included in the Contract price, the actual amounts paid or due to be paid by the Contractor, and a sum for VAT, profit and overhead charges, as applicable, calculated as a percentage of these actual amounts by applying the relevant percentage rate as specified in the PCC.
- 80.3 The Contractor shall, when required by the Engineer, produce quotations, invoices, vouchers and accounts or receipts in substantiation of purchases under GCC Sub Clause 80.2.

81. Dayworks

- 81.1 If applicable, the Dayworks rates in the Contractor's Tender shall be used for small additional amounts of work only when the Engineer has given written instructions in advance for additional work to be paid for in that way.
- 81.2 All works to be paid for as Dayworks shall be recorded by the Contractor on forms approved by the Engineer. Each completed form shall be certified and signed by the Engineer within seven (7) days of the works being done.
- 81.3 The Contractor shall be paid for Dayworks subject to obtaining signed Dayworks forms.
- 81.4 If Dayworks is not included in this Contract these Sub Clauses shall not apply.

82. Cost of Repairs to Loss or Damages

- 82.1 Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Liability Period shall be remedied by the Contractor at the Contractor's own cost, if the loss or damage arises from the Contractor's acts or omissions.

E. Completion of the Contract**83. Completion**

- 83.1 The Contractor shall apply by notice to the Engineer for issuing a Completion Certificate of the Works, and the Engineer shall do so upon deciding that the work is completed.

84. Completion Certificate and Taking Over

84.1 The Engineer shall, within twenty eight(28) days after receiving the Contractor's application stated under GCC Sub Clause 83.1:

- (a) issue the Completion Certificate to the Contractor, stating the date on which the Works or part thereof were completed in accordance with the Contract, except for any minor outstanding work and defects which may not substantially affect the use of the Works or part thereof for their intended purpose (either until or whilst this work is completed and these defects are remedied); or
- (b) reject the application, giving reasons and specifying the work required to be done by the Contractor to enable the Completion Certificate to be issued. The Contractor shall then complete this work before issuing a further notice under this Sub Clause.

84.2 If the Engineer fails either to issue the Completion Certificate or to reject the Contractor's application within the period of twenty eight (28) days, and if the Works or parts thereof, as the case may be, are substantially in accordance with the Contract, the Completion Certificate shall be deemed to have been issued on the last day of that period.

84.3 The Employer shall Take-Over the Site and the Works within seven (7) days of the Engineer issuing a Completion Certificate under GCC Sub Clause 84.1.

85. Amendment to Contract

85.1 The amendment to Contract shall generally include extension of time to the Intended Completion Date, increase or decrease in original Contract price and any other changes duly approved under the conditions of the Contract.

85.2 The Employer contracting, shall amend the Contract incorporating the required approved changes subsequently introduced to the original terms and conditions of the Contract in line with the Rules, including prior review, where necessary.

86. Final Account

86.1 The Contractor shall submit with a detailed account of the total amount that the Contractor considers payable under the Contract to the Engineer before the end of the Defects Liability Period.

86.2 The Engineer shall certify the **Final Payment** within fifty six (56) days of receiving the Contractor's account if the payable amount claimed by the Contractor is correct and the corresponding works are completed.

- 86.3 If it is not, the Engineer shall issue within fifty six (56) days a **Defects Liability Schedule** under GCC Sub Clause 60.1 that states the scope of the corrections or additions that are necessary.
- 86.4 If the **Final Account of Works** submitted under GCC Sub Clause 86.1 is unsatisfactory even after it has been resubmitted, the Engineer shall decide on the amount payable to the Contractor and issue a payment certificate.
- 87. As-built Drawings and Manuals**
- 87.1 If “As Built” Drawings and/or operating and maintenance manuals are required, the Contractor shall supply them by the dates stated in the PCC.
- 87.2 If the Contractor does not supply the Drawings and/or Manuals by the dates specified in GCC Sub Clause 87.1, or they do not receive the Engineer’s approval, the Engineer shall withhold a nominal amount specified in the PCC from payments due to the Contractor.
- 88. Force Majeure**
- 88.1 Force Majeure may include, but is not limited to, exceptional events or circumstances of the kind stated below;
- (a) war, hostilities (whether war be declared or not), invasion, act of foreign enemies ;
 - (b) rebellion, terrorism, sabotage by persons other than the Contractor’s personnel, revolution, insurrection, military or usurped power, or civil war ;
 - (c) riot, commotion, disorder, strike or lockout by persons other than the Contractor’s personnel ;
 - (d) munitions of war, explosive materials, ionising radiation or contamination by radio-activity, except as may be attributable to the Contractor’s use of such munitions, explosives, radiation or radio-activity ;
 - (e) acts of the Government in its sovereign capacity and
 - (f) natural catastrophes such as fires, floods, epidemics, quarantine restrictions, freight embargoes, cyclone, hurricane, typhoon, tsunami, storm surge, earthquake, hill slides, landslides, and volcanic activities.
- 89. Notice of Force Majeure**
- 89.1 If a party is or will be prevented from performing its substantial obligations under the Contract by Force Majeure, then it shall give notice to the other party of the event or circumstances constituting the Force Majeure and shall specify the obligations, the performance of which is or will be prevented.

- 89.2 The notice under GCC Sub Clause 89.1 shall be given within fourteen (14) days after the party became aware, or should have become aware, of the relevant event or circumstance constituting Force Majeure.
- 89.3 The party shall, having given notice, be relieved from performance of its obligations for so long as such Force Majeure prevents it from performing the works.
- 89.4 Notwithstanding any other provision of this Clause, Force Majeure shall not apply to obligations of either party to make payments to the other party under the Contract.
- 90. Duty to Minimize Delay**
- 90.1 Each party shall at all times use all reasonable endeavors to minimize any delay in the performance of the Contract as a result of Force Majeure.
- 90.2 A party shall give notice to the other party when it ceases to be affected by the Force Majeure.
- 91. Consequences of Force Majeure**
- 91.1 If the Contractor is prevented from performing its substantial obligations under the Contract by Force Majeure of which notice has been given under GCC Sub Clause 89, and suffers delay and/or incurs cost by reason of such Force Majeure, the Contractor shall be entitled subject to GCC Sub Clause 99 to:
- (a) an extension of time for any such delay, if completion is or will be delayed, under GCC Clause 45, and
 - (b) if the event or circumstance is of the kind described sub-paragraphs (a) to (e) of GCC Sub Clause 88.1 and, in the case of sub-paragraphs (b) to (e), occurs in the Country, payment of any such cost, including the costs of rectifying or replacing the Works and Physical services damaged or destroyed by Force Majeure, to the extent they are not indemnified through the insurance policy referred to in GCC Clause 37.
- 91.2 After receiving notice under GCC Sub Clause 89.2, the Engineer shall proceed to determine these matters under the provisions of the Contract.
- 92. Force Majeure Affecting Subcontract or**
- 92.1 If any Subcontractor is entitled under any contract or agreement relating to the Works to relief from Force Majeure on terms additional to or broader than those specified in this Clause, such additional or broader Force Majeure events or circumstances shall not be relieved of the Contractor's non-performance or entitle him or her to relief under this Clause.
- 93. Optional Termination , and**
- 93.1 If the execution of substantially all the Works in progress is prevented for a continuous period of eighty four (84) days by reason of Force Majeure of

Release

which notice has been given under GCC Sub Clause 89, or for multiple periods which total more than one hundred forty (140) days due to the same notified Force Majeure, then either party may give to the other party a notice of termination of the Contract. In this event, the termination shall take effect seven (7) days after the notice is given, and the Contractor shall proceed to cessation of Works and removal of Contractor's Equipment from Site.

94. Release from Performance

94.1 Notwithstanding any other provision of this Clause, if any event or circumstance outside the control of the parties (including, but not limited to, Force Majeure) arises which makes it impossible or unlawful for either or both parties to fulfil its or their contractual obligations or which, under the law governing the Contract, entitles the parties to be released from further performance of the Contract, then upon notice by either party to the other party of such event or circumstance:

- (a) the parties shall be discharged from further performance, without prejudice to the rights of either party in respect of any previous breach of the Contract, and
- (b) the sum payable by the Employer to the Contractor shall be the same as would have been payable under GCC Sub Clause 96.3 if the Contract had been terminated under GCC Sub Clause 95.3.

F. Termination and Settlement of Disputes

95. Termination

95.1 Termination for Default

- (a) The Employer or the Contractor, without prejudice to any other remedy for breach of Contract, by giving twenty eight (28) days written notice of default to the other party, may terminate the Contract in whole or in part if the other party causes a fundamental breach of Contract.
- (b) Fundamental breaches of the Contract shall include, but shall not be limited to, the following:
 - (i) the Contractor stops work for twenty-eight (28) days when no stoppage of work is shown on the current Programme and the stoppage has not been authorized by the Engineer;
 - (ii) the Engineer instructs the Contractor to delay the progress of the Works, and the instruction is not withdrawn within twenty-eight (28) days;

- (iii) the Engineer gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Engineer;
 - (iv) the Engineer gives Notice that the failure to achieve the progress in accordance with the updated Programme of Works by the Contractor is a non-fulfilment of contractual obligations and the Contractor fails to restore it within a reasonable period of time instructed by the Engineer;
 - (v) the Contractor does not maintain a Security, which is required;
 - (vi) the Contractor has delayed the completion of the Works by the number of days for which the maximum amount of Liquidated Damages can be paid, as specified in GCC Sub Clause 76;
 - (vii) the Contractor has subcontracted the whole of the Works or has assigned the Contract without the required agreement and without the approval of the Engineer;
 - (viii) the Contractor, in the judgment of the Employer has engaged in practices, as defined in GCC Sub Clause 39, in competing for or in executing the Contract.
- (c) A payment certified by the Engineer is not paid by the Employer to the Contractor within twenty eight (28) days of the date of the Engineer's certificate.
- (d) The contractor may be debarred by the Procuring entity for one or two years with the approval of HOPE, if the contract is terminated due to breach of contract.

95.2 Termination for Insolvency

The Employer and the Contractor may at any time terminate the Contract by giving twenty eight (28) days written notice to the other party if either of the party becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to any party, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the other party.

95.3 Termination for Convenience

- (a) The Employer, by giving twenty eight (28) days written notice sent to the Contractor, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of

termination shall specify that termination is for the Employer's convenience, the extent to which performance of the Contractor under the Contract is terminated, and the date upon which such termination becomes effective. The termination shall take effect twenty eight (28) days after the later dates on which the Contractor receives this notice or the Employer returns the Performance Security.

- (b) The Employer shall not terminate the contract under GCC Sub Clause 95.3 (a) in order to execute the Works itself or to arrange for the Works to be executed by another contractor or to avoid a termination of the Contract by the Contractor as stated under GCC Sub Clause 95.1(a).

95.4 In the event the Employer terminates the Contract in whole or in part, the Employer shall accept the portion of the Works that are complete and ready for handing over after the Contractor's receipt of notice of termination of the Contract. For the remaining portion of the Works, the Employer may elect:

- (a) to have any portion completed by the Contractor at the Contract terms and prices; and /or
- (b) to cancel the remainder and pay to the Contractor an agreed amount for partially completed Works and for materials and parts previously procured by the Contractor, or
- (c) except in the case of termination for convenience as stated under GCC Sub Clause 95.3 (b), engage another Contractor to complete the Works, and in that case the Contractor shall be liable to the Employer for any cost that may be incurred in excess of the sum that would have been paid to the Contractor, if the work would have been executed and completed by him or her.

95.5 If the Contract is terminated, the Contractor shall stop work immediately, make the Site safe and secure, and leave the Site as soon as is reasonably possible

96. Payment upon Termination

96.1 If the Contract is terminated because of a fundamental breach of Contract under GCC Sub Clause 95.1 by the Contractor, the Engineer shall issue a certificate for the value of the Works done and Plant and Materials ordered less advance payments received up to the date of the issue of the certificate and less the amount from percentage to apply to the contract value of the works not completed, as indicated in the PCC. If the

total amount due to the Employer exceeds any payment due to the Contractor, the difference shall be a debt payable to the Employer.

96.2 If the Contract is terminated for the Employer's convenience or because of a fundamental breach of Contract by the Employer, the Engineer shall issue a payment certificate for the value of the work done, Materials ordered, the reasonable cost of removal of Equipment, repatriation of the Contractor's foreign personnel employed solely on the Works and recruited specifically for the Works, and the Contractor's costs of protecting and securing the Works, and less advance payments received up to the date of the certificate.

96.3 If the Contract is terminated for reasons of Force Majeure, the Engineer shall determine the value of the work done and issue a Payment Certificate which shall include:

(a) the amounts payable for any work carried out for which unit rates or prices are stated in the Contract;

(b) the cost of Plant and Materials ordered for the Works which have been delivered to the Contractor, or of which the Contractor is liable to accept delivery: this Plant and Materials shall become the property of (and be at the risk of) the Employer when paid for by the Employer, and the Contractor shall place the same at the Employer's disposal;

(c) other costs or liabilities which in the circumstances were reasonably and necessarily incurred by the Contractor in the expectation of completing the Works;

(d) the cost of removal of Temporary Works and Contractor's Equipment from the Site; and

(e) the cost of repatriation of the Contractor's staff and labor employed wholly in connection with the Works at the date of termination.

97. Property

97.1 All Materials on the Site, Plant, Equipment, Temporary Works, and Works shall be deemed to be the property of the Employer if the Contract is terminated because of the Contractor's default stated under GCC Sub Clause 93.1.

98. Frustration

98.1 If the Contract is frustrated by the occurrence of a situation of Force Majeure as defined in GCC Sub Clause 88, the Engineer shall certify that the Contract has been frustrated. The Contractor shall make the Site safe and stop work as quickly as

possible after receiving this certificate and shall be paid for all works carried out before receiving it and for any work carried out afterwards to which a commitment was made.

G. Claims, Disputes and Arbitration

99. Contractor's Claims

- 99.1 If the Contractor considers himself to be entitled to any extension of the Completion Time and/or any additional payment, under any Clause of these Conditions or otherwise in connection with the Contract, the Contractor shall give notice to the Employer, describing the event or circumstance giving rise to the claim. The notice shall be given as soon as practicable, and not later than twenty eight (28) days after the Contractor became aware, or should have become aware, of the event or circumstance.
- 99.2 If the Contractor fails to give notice of a claim within such period of twenty eight (28) days, the Intended Completion Date shall not be extended, the Contractor shall not be entitled to additional payment, and the Employer shall be discharged from all liability in connection with the claim.
- 99.3 Within forty two (42) days after the Contractor became aware or should have become aware of the event or circumstance giving rise to the claim, or within such other period as may be proposed by the Contractor and approved by the Engineer, the Contractor shall send to the Engineer a fully detailed claim which includes full supporting particulars of the basis of the claim and of the extension of time and/or additional payment claimed, for settlement.

100. Settlement of Disputes

Amicable settlement

- 100.1 The Employer and the Contractor shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

Arbitration

- 100.2 If, after twenty-eight (28) days, the parties have failed to resolve their dispute or difference by such mutual consultation as stated under GCC Clause 100.1, then either the Employer or the Contractor may give notice to the other party of its intention to commence arbitration in accordance with GCC Sub Clause 100.3, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such

notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration.

100.3 Arbitration shall be commenced prior to or after execution of the Works under the Contract. Arbitration proceedings shall be conducted in accordance with the rules of procedure specified in the PCC.

100.4 Notwithstanding any reference to arbitration hereinabove the parties shall continue to perform their respective responsibilities under the Contract unless agreed otherwise and, the Employer shall pay any monies due to the Contractor.

Section 4. Particular Conditions of Contract

Instructions for completing the Particular Conditions of Contract are provided in italics in parenthesis for the relevant GCC Clauses.

GCC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
GCC 1.1(k)	The Contractor is <i>[Name, address, and name of authorized representative]</i>

GCC 1.1(hh)	The Employer is <i>[Name, address, and name of authorized representative]</i>
GCC 1.1(ii)	The Engineer is <i>[Name, address, and name of authorized representative]</i> <i>[usually a civil works contract designating the project Consultant as “Engineer” requires the written approval of the “Employer”]</i>
GCC 1.1 (dd)	The original Contract price is <i>[insert the amount in the NOA]</i>
GCC 1.1(aa)	The Intended Completion Date for the whole of the Works shall be <i>[insert date]</i> <i>[to be calculated from the Commencement Date]</i>
GCC 1.1(II)	The Site is located at <i>[location]</i> and is defined in drawings No: <i>[insert numbers]</i>
GCC 1.1(qq)	The Start Date shall be <i>[insert date]</i> <i>[it is the last date when the Contractor shall commence execution of the Works under the Contract reasonably immediately after the Commencement Date; refer to GCC Clause 40]</i>
GCC 1.1(uu)	The Works consist of <i>[state brief summary, including relationship to other Contracts under the Project]</i>
GCC 2.5	The Sectional Completion Dates are: <i>[state part of the works and the corresponding dates, if applicable]</i>
GCC 3.1	<p>The Employer’s address for the purpose of communications under this contract is :</p> <p>Contact person:</p> <p>Address:</p> <p>Tel:</p> <p>Fax:</p> <p>e-mail address:</p> <p>The Contractor’s address for the purpose of communications under this contract is :</p> <p>Contact person:</p> <p>Address:</p> <p>Tel:</p> <p>Fax:</p>

GCC 6.1 (j)	e-mail address:
	<p>Other documents forming part of the Contract are;</p> <p><i>[list other documents viz. Schedule of other contractors, Schedule of Key Personnel, Site Investigation Reports, relevant correspondences prior to signing of the Contract agreement etc.]</i></p>
GCC 9.1	<p>A Contractor or a Subcontractor that is a national of, or registered in, the following countries are not eligible:</p> <p><i>[state countries, if applicable]</i></p>
GCC 9.2	<p>Materials, Equipments Plants and supplies shall not have their origin in the following countries:</p> <p><i>[state countries, if applicable]</i></p>
GCC 13.1	<p>Possession of the Site or part(s) of the Site, to the Contractor shall be given on the following date(s);</p> <p><i>[state date or dates of possession of site]</i></p>
GCC 19.1	<p>Following Key Personnel to carry out the functions stated in the Schedule shall be employed by the Contractor;</p> <p><i>[insert name(s)]</i></p>
GCC 21.1	<p>Nominated Subcontractor(s) named below;</p> <p>_____ <i>[insert name(s)]</i> _____</p> <p>shall be entitled to execute the following specific components of the Works</p> <p><i>[state none ,if not applicable]</i></p>
GCC 23.1	<p>The Contractual matters between the Employer and the Contractor shall be decided by</p> <p><i>[state only if other than the Engineer]</i></p>
GCC 37.1	The minimum insurance cover shall be:

	<p>(a) The maximum deductible for insurance of the Works and of Plant and Materials is $\frac{\text{USD/GBP/ER/JPY/BDT}}{\text{delete if not appropriate}}$ <i>[insert amount]</i> $\frac{\text{Bangladesh Taka}}{\text{delete if not appropriate}}$ <i>[insert amount]</i></p> <p><i>[the Contractor shall provide this amount at the time of Contract signing].</i></p>
	<p>(b) The minimum cover for insurance of the Works and of Plant and Materials in respect of the Contractor's faulty design is $\frac{\text{USD/GBP/ER/JPY/BDT}}{\text{delete if not appropriate}}$ <i>[insert amount]</i> $\frac{\text{Bangladesh Taka}}{\text{delete if not appropriate}}$ <i>[insert amount]</i>.</p> <p><i>[the amount could be 110% of the value of the works, plant and materials that may be lost in a worst case scenario].</i></p>
	<p>(c) The maximum deductible for insurance of Equipment is $\frac{\text{USD/GBP/ER/JPY/BDT}}{\text{delete if not appropriate}}$ <i>[insert amount]</i> $\frac{\text{Bangladesh Taka}}{\text{delete if not appropriate}}$ <i>[insert amount]</i>.</p> <p><i>[the Contractor shall provide this amount at the time of Contract signing]</i></p>
	<p>(d) The minimum cover for loss or damage to Equipment is $\frac{\text{USD/GBP/ER/JPY/BDT}}{\text{delete if not appropriate}}$ <i>[insert amount]</i> $\frac{\text{Bangladesh Taka}}{\text{delete if not appropriate}}$ <i>[insert amount]</i>.</p> <p><i>[the amount could be 110% of the replacement value of the equipment]</i></p>
	<p>(e) The maximum deductible for insurance of other property is $\frac{\text{USD/GBP/ER/JPY/BDT}}{\text{delete if not appropriate}}$ <i>[insert amount]</i> $\frac{\text{Bangladesh Taka}}{\text{delete if not appropriate}}$ <i>[insert amount]</i>.</p> <p><i>[the Contractor shall state this amount at the time of Contract signing]</i></p>
	<p>(f) The minimum cover for insurance of other property is $\frac{\text{USD/GBP/ER/JPY/BDT}}{\text{delete if not appropriate}}$ <i>[insert amount]</i> $\frac{\text{Bangladesh Taka}}{\text{delete if not appropriate}}$ <i>[insert amount]</i>.</p> <p><i>[it is the responsibility of the Contractor to obtain adequate insurance cover for such risks - recommended value 10% of contract price]</i></p>
	<p>(g) The minimum cover for personal injury or death insurance:</p> <p>(i) for the Contractor's employees is as per the law and common practice in Bangladesh.</p> <p>(ii) and for third parties is as per the law and common practice in Bangladesh.</p>

GCC 40.1	Commencement Date of Works shall be as follows; <i>[insert different commencement dates for different parts of the Works, if deemed appropriate]</i>
GCC 42.1	The Contractor shall submit a Programme for the Works within <i>[insert days]</i> days of signing the Contract. <i>[usually fifteen (15) days]</i>
GCC 42.2	The period between Programme updates is <i>[state interval]</i> <i>[usually bi-monthly or quarterly depending on the nature of the Works]</i>
GCC 42.3	The amount to be withheld for late submission of an updated Programme is $\frac{\text{USD/GBP/ER/JPY/BDT}}{\text{delete if not appropriate}}$ <i>[insert amount]</i> $\frac{\text{Bangladesh taka}}{\text{delete if not appropriate}}$ <i>[insert amount]</i>
GCC 60.2	The Defects Liability Period is <i>[state months]</i> <i>[usually Defect Liability Period is twelve (12) months to cover at least one complete monsoon season]</i>
GCC 62.1	The Contract Price is $\frac{\text{USD/GBP/ER/JPY}}{\text{delete if not appropriate}}$ <i>[insert amount]</i> and/or $\frac{\text{BDT}}{\text{delete if not appropriate}}$ <i>[insert amount]</i> <i>[amount shall be the same as stated in the NOA; Form PW7-7]</i>
GCC 69.3	The particulars of the Bank Account nominated are as follows : Title of the Account : <i>[insert title to whom the Contract awarded]</i> Name of the Bank : <i>[insert name with code, if any]</i> Name of the Branch : <i>[insert branch name with code ,if any]</i> Account Number : <i>[insert number]</i> Address : <i>[insert location with district]</i> Tel : Fax : e-mail address : <i>[information furnished by the Contractor shall be substantiated by the concerned Bank and authenticated by the Employer]</i>

GCC 70.2	<p>The Contractor shall be entitled to receive financing charges for delayed payment during the period of delay at the annual rate of interest of [insert rate] ;</p> <p><i>[usually London Inter Bank Offered Rate (LIBOR) plus 2 percent]</i></p>
GCC 72.1(m)	<p>The following additional events shall also be the Compensation Events: <i>[list events or state none]</i></p>
GCC 74.1	<p>The Contract is not subject to price adjustment. OR</p> <p>The Contract is subject to price adjustment applying the following formulae and the weightings or coefficients :</p> <p><i>[Price Adjustment Formulae to be applicable if stated under ITT Sub Clause 27.10 shall be specified here]</i></p> <p><u>Example:</u></p> $P = A + a (Lm/Lo) + b (Blm/BlO) + c (CEm/CEo) + d (RSm/RSo) + e (STm/STo) + f (BRm/BRo) + g (Mlm/Mlo) + h (FUm/FUo) + \text{etc}$ <p>where; L= Labor, Bl=Bitumen, CE=Cement, RS=Reinforcing Steel, ST=Stone, BR=Bricks, MI=Miscellaneous, FU= Fuel]</p> <p>Weighting or Coefficient A equals between 0.10 and 0.15 and, B (a+b+c+d+e+f+g+h+etc) equals between 0.90 and 0.85.</p> <p>[insert figure] non-adjustable component (coefficient A) [insert figure] adjustable component (coefficient B)</p> <p><i>[The sum of A+B shall equal ONE (1). It is usual to have value of A between 0.10 and 0.15 and that of B between 0.90 and 0.85. Breakdown of B shall be provided in Appendix to the Tender.]</i></p> <p><i>[delete as appropriate]</i></p>
GCC 75.1	<p>The proportion of payments to be retained is <i>[insert percent]</i> percent.</p> <p><i>[state "none" if not applicable. If applicable then the proportion of Retention Money shall be equal to the percentage-shortfall of ten (10) percent of Performance Security determined at the time of signing the Contract. Again in case of unbalanced Tender or because of front loading, provision for Retention Money shall not be applicable]</i></p>

<p>GCC 76.1</p>	<p>The amount of Liquidated Damages or in other words Delay Damages for the uncompleted Works or any part thereof is [insert percentage] percent of its Contract price per day of delay.</p> <p><i>[usually the percent-rate of liquidated damages is set at between 0.05 and 0.10 of ONE (1) percent of its Contract price per day of delay]</i></p> <p><u>Guide to application of GCC Sub Clause 76.1 above</u></p> <p><i>[Liquidated damages is equivalent to an amount to be determined in accordance with the following formula</i></p> $T_{LD} = V_{UW} \times P \times n$ <p>Where;</p> <p>T_{LD} = Total amount of Liquidated Damages</p> <p>V_{UW} = Value of Uncompleted Works (i.e. works not having been completed as of the expiry of the Intended Completion Date plus the works completed after the expiry of the Intended Completion Date). V_{UW} shall be calculated by deducting the value of the completed works under the Contract from the total Contract price</p> <p>P = Percent-rate at which the Liquidated Damages shall be imposed for every day of delay</p> <p>n = No of days of delay for completion of works under the Contract]</p>
<p>GCC 76.2</p>	<p>The maximum amount of Liquidated Damages for the uncompleted Works or any part thereof is [insert percentage] percent of the final Contract price of the whole of the Works.</p> <p><i>[usually the total amount of liquidated damages shall not exceed ten (10) percent of the final Contract price for the whole of the Works]</i></p>
<p>GCC 77.1</p>	<p>The Bonus for the whole of the Works is [insert percentage] percent of the final Contract price per day.</p> <p>The maximum amount of Bonus for the whole of the Works is [insert percentage] percent of the final Contract price.</p> <p><i>[if early completion would provide benefits to the Employer, this clause should remain, otherwise state "Not Applicable". The bonus is usually numerically equal to the Liquidated Damages]</i></p>
<p>GCC 78.1</p>	<p>The Advance Payment shall be $\frac{\text{USD/GBP/ER/JPY/BDT}}{\text{delete not appropriate}}$ [insert amount] and/or $\frac{\text{Bangladesh Taka}}{\text{delete if not appropriate}}$ [insert amount] and, shall be paid to the Contractor not later than [insert date].</p> <p><i>[for 100 percent GoB funded procurement, advance payments are not recommended unless otherwise specifically decided by the Government. An advance payment, if admissible, shall be made for mobilisation, considering the nature of the works. The recommended maximum advance payment is ten (10) percent of the original Contract price against an unconditional Bank Guarantee (Form PW7-10). On the contrary, advance payments may be applicable for procurements under aided projects]</i></p>
<p>GCC 78.4</p>	<p>Repayment of Advance Payment shall be at the rate of [insert percentage]</p>

	<p>from the progressive payments of invoices.</p> <p><i>[Advance Payment is to be repaid in pro rata instalments starting with the month when twenty (20) percent of the value of the Contract has been certified and shall be completely reimbursed to the Employer by the time the certified completion is eighty (80) percent of the Contract price]</i></p>
GCC 80.2	<p>The percentage for adjustment of Provisional Sums is _____% (_____percent)</p> <p><i>[state none, if not applicable. Usually covers the VAT, profit and overhead costs]</i></p>
GCC 87.1	<p>The date by which “as-built” drawings are required is <i>[insert date]</i></p> <p>The date by which operating and maintenance manuals are required is <i>[insert date]</i></p>
GCC 87.2	<p>The amount to be withheld for failing to produce “as-built” drawings and/or operating and maintenance manuals by the date required is <u>USD/GBP/ER/JPY/BDT</u> <i>[insert amount]</i> and/or <u>Bangladesh taka</u> <i>[insert amount]</i> and/or <u>delete if not appropriate</u></p> <p><i>[usually a very nominal amount]</i></p>
GCC 96.1	<p>The percentage to apply to the contract value of the works not completed, representing the Employer’s additional cost for completing the uncompleted Works, is <i>[state percentage]</i> percent.</p> <p><i>[usually between ten (10) to twenty (20) percent depending on the nature of the Works]</i></p>
GCC 100.3	<p>The rules of procedure for arbitration proceedings shall be as follows:</p>
	<p>(i) In the case of a dispute between the Employer and the foreign Contractor, <i>[insert any of the following options]</i></p> <p>Any dispute, controversy or claim arising out of or relating to this Contract, or breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the United Nations Commission on International Trade Law (UNCITRAL) Arbitration Rules of 1976 as at present in force.</p> <p>OR</p> <p>All disputes arising in connection with the present Contract shall be finally settled under the Rules of Conciliation and Arbitration of the International Chamber of Commerce by one or more arbitrators in accordance with the said rules.</p>

	(ii) In the case of a dispute between the Employer and the national Contractor , in particular, the arbitration shall be conducted in accordance with the Arbitration Act (Act No 1 of 2001) of Bangladesh as at present in force and in the place [state name of place with location and district].
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Appendix to the Tender

[In Tables below, the Procuring Entity shall indicate the source and base values with dates of Indexes, unless otherwise instructed to be quoted by the Tenderer, for the different Cost Components and mention its Weightings or Coefficients]

Table 1.1: Price Adjustment Data
[ITT Sub Clause 27.12: To be provided by the Procuring Entity]

Index Descriptions	Base Value	Sources of Index

Note:

- 1. The sources of Indexes and its values with dates shall be Bangladesh Bureau of Statistics (BBS) unless otherwise mentioned by the Procuring Entity or instructed to be quoted by the Tenderer.**
- 2. The Procuring Entity may require the Tenderer to justify its proposed Indexes, if quoted by the Tenderer.**
- 3. The Base Value of the Indexes shall be those prevailing twenty eight (28) days prior to the deadline for submission of the Tenders.**

Table 1.2: Price Adjustment Data
[GCC Sub Clause 74.1: To be provided by the Procuring Entity]

Item Group	Bill No. if applicable	Index Descriptions	Coefficients or Weightings for non-adjustable Cost Component	Coefficients or Weightings for adjustable Cost Components										Total
				a	b	c	d	e	f	g	h	i	j	
														1
														1
														1
														1
														1
														1

Note:
The Weightings or Coefficients of the Cost Components shall be mentioned by the Employer based on the proportion of components involved in the work items caused to be impacted by rise and fall in its prices.

Section 5. Tender and Contract Forms

Form	Title
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Tender Forms

PW7A - 1a	Technical Offer Submission Letter
PW7A - 1b	Financial Offer Submission Letter
PW7A - 2	Tenderer Information
PW7A - 3	JV Partner Information (<i>if applicable</i>)
PW7A - 4	Subcontractor Information (<i>if applicable</i>)
PW7A - 5	Personnel Information
PW7A - 6	Bank Guarantee for Tender Security

Contract Forms

PW7A - 7	Notification of Award
PW7A - 8	Contract Agreement
PW7A - 9	Bank Guarantee for Performance Security
PW7A -10	Bank Guarantee for Advance Payment (<i>if applicable</i>)
PW7A -11	Bank Guarantee for Retention Money Security (<i>when this option is chosen</i>)

Forms **PW7A -1** to **PW7A -6** comprises part of the Tender Format and should be completed as stated in ITT Clause 20.

Forms **PW7A -7** to **PW7A -11** comprises part of the Contract as stated in GCC Clause 6.

Technical offer Submission Letter (Form PW7A-1a)

[This letter should be completed and signed by the Authorised Signatory preferably on the Letter-Head Pad of the Tenderer]

To:

Date:

[Contact Person]

[Name of Procuring Entity]

[Address of Procuring Entity]

Invitation for Tender No:

[indicate IFT No]

Tender Package No:

[indicate Package No]

This Package is divided into the following Number of Lots *[indicate number of Lot(s)]*

We, the undersigned, offer to execute in conformity with the Conditions of Contract and associated Contract documents, the following Works and Physical services, viz:

In signing this letter, and in submitting our Tender, we also confirm that:

- (a) our Tender shall be valid for the period stated in the Tender Data Sheet (ITT Sub Clause 33.2) and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (b) a Tender Security is attached in the form of a **Bank Guarantee** in the amount stated in the Tender Data Sheet (ITT Sub Clause 35.2) and valid for a period of twenty eight (**28**) days beyond the Tender validity date;
- (c) if our Tender is accepted, we commit to furnishing a Performance Security within the time stated under ITT Sub Clause 70.2 in the amount stated in the Tender Data Sheet (ITT Sub Clauses 69.2 and 69.3) and in the form specified in the Tender Data Sheet (ITT Sub Clause 70.1) valid for a period of twenty eight (28) days beyond the date of issue of the Completion Certificate of the Works;
- (d) we have examined and have no reservations to the Tender Document, issued by you on *[insert date]*; including Addendum to Tender Document No(s) *[state numbers]* , issued in accordance with the Instructions to Tenderers (ITT Clause 11). *[insert the number and issuing date of each addendum; or delete this sentence if no Addendum has been issued]*;
- (e) we, including as applicable, any JVCA partner or Specialist Subcontractor for any part of the contract resulting from this Tender

process, have nationalities from eligible countries, in accordance with ITT Clause 5;

- (f) we are submitting this Tender as a sole Tenderer in accordance with ITT Sub Clause 40.3

or

we are submitting this Tender as the partners of a JVCA, comprising the following other partners in accordance with ITT b Clause 40.4;

	Name of Partner	Address of Partner
1		
2		
3		
4		

- (g) *we are not a Government owned entity as defined in ITT Clause 5.*
or
we are a Government owned entity, and we meet the requirements of ITT Clause 5.;
- (h) we, including as applicable any JVCA partner, declare that we are not associated, nor have been associated in the past, directly or indirectly, with a consultant or any other entity that has prepared the design, specifications and other documents in accordance with ITT Clause 5;
- (i) we, including as applicable any JVCA partner or Specialist Subcontractor for any part of the contract resulting from this Tender process, have not been declared ineligible by the Government of Bangladesh on charges of engaging in corrupt, fraudulent, collusive or coercive practices in accordance with ITT Clause 5;
- (j) furthermore, we are aware of ITT Clause 4 concerning such practices and pledge not to indulge in such practices in competing for or in executing the Contract;
- (k) we intend to subcontract an activity or part of the Works, in accordance with ITT Clause 14, to the following Specialist Subcontractor(s);

Activity or part of the Works	Name of Specialist Subcontractor with Address

- (l) we, including as applicable any JVCA partner, confirm that we do not have a record of poor performance, such as abandoning the works, not properly completing contracts, inordinate delays, or financial failure as stated in ITT Clause 5, and that we do not have, or have had, any

litigation against us, other than that stated in the Tenderer Information (Form PW7A-2);

- (m) we are not participating as Tenderers in more than one Tender in this Tendering process. We understand that your written Notification of Award shall constitute the acceptance of our Tender and shall become a binding Contract between us, until a formal Contract is prepared and executed;
- (n) we, including as applicable any JVCA partner, confirm that we do not have a record of insolvency, receivership, bankrupt or being wound up, our business activities were not been suspended, and it was not been the subject of legal proceedings in accordance with ITT Clause 5;
- (o) we, including as applicable any JVCA partner, confirm that we have fulfilled our obligations to pay taxes and social security contributions applicable under the relevant national laws and regulations of Bangladesh in accordance with ITT Clause 5;
- (p) we understand that you reserve the right to reject all the Tenders or annul the Tender proceedings, without incurring any liability to Tenderers, in accordance with ITT Clause 64.

Signature:

[insert signature of authorised representative of the Tenderer]

Name:

[insert full name of signatory with National ID Number]

In the capacity of:

[insert capacity of signatory]

Duly authorised to sign the Tender for and on behalf of the Tenderer

[If there is more than one (1) signatory, or in the case of a JVCA, add other boxes and sign accordingly].

Attachment 1:

[ITT Clause 40]

Written confirmation authorising the above signatory(ies) to commit the Tenderer

[and, if applicable]

Attachment 2:

[ITT Clause 18]

Copy of the JV Agreement / Letter of Intent to form JV with draft proposed Agreement

Financial offer Submission Letter (Form PW7A-1b)

[This letter should be completed and signed by the Authorised Signatory preferably on the Letter-Head Pad of the Tenderer]

To:

[Contact Person]

[Name of Procuring Entity]

[Address of Procuring Entity]

Date:

Invitation for Tender No:

[indicate IFT No]

Tender Package No:

[indicate Package No]

This Package is divided into the following Number of Lots *[indicate number of Lot(s)]*

We, the undersigned, offer to execute in conformity with the Conditions of Contract and associated Contract documents, the following Works and Physical services, viz:

In accordance with ITT Clauses 27 and 28, the following prices and discounts apply to our Tender:

The Tender Price is: (ITT Sub Clause 27.1)	[insert amount in Tender currency] [insert above amount in words]
In accordance with ITT Clause 27.6, the following discounts shall apply to our Tender	
The unconditional discount proposed in this package/Lot is: (ITT Sub Clause 27.7)	[insert %] [insert percent in words]

and we shall accordingly submit an Advance Payment Guarantee in the format shown in Form **PW7A-10**.

In signing this letter, and in submitting our Tender, we also confirm that:

- (a) our Tender shall be valid for the period stated in the Tender Data Sheet (ITT Sub Clause 33.2) and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (b) a Tender Security is attached in the form of a **bank guarantee** in the amount stated in the Tender Data Sheet (ITT Sub Clause 35.2) and valid for a period of twenty eight (**28**) days beyond the Tender validity date;

- (c) if our Tender is accepted, we commit to furnishing a Performance Security within the time stated under ITT Sub Clause 70.2 in the amount stated in the Tender Data Sheet (ITT Sub Clauses 69.2 and 69.3) and in the form specified in the Tender Data Sheet (ITT Sub Clause 70.1) valid for a period of twenty eight (28) days beyond the date of issue of the Completion Certificate of the Works;
- (d) we have examined and have no reservations to the Tender Document, issued by you on *[insert date]*; including Addendum to Tender Document No(s) *[state numbers]* , issued in accordance with the Instructions to Tenderers (ITT Clause 11). *[insert the number and issuing date of each addendum; or delete this sentence if no Addendum has been issued]*;
- (e) we, including as applicable, any JVCA partner or Specialist Subcontractor for any part of the contract resulting from this Tender process, have nationalities from eligible countries, in accordance with ITT Clause 5;
- (f) we are submitting this Tender as a sole Tenderer in accordance with ITT Sub Clause 40.3
or
 we are submitting this Tender as the partners of a JVCA, comprising the following other partners in accordance with ITT Sub Clause 40.4;

	Name of Partner	Address of Partner
1		
2		
3		
4		

- (g) *we are not a Government owned entity as defined in ITT Clause 5.*
or
we are a Government owned entity, and we meet the requirements of ITT Clause 5.;
- (h) we, including as applicable any JVCA partner, declare that we are not associated, nor have been associated in the past, directly or indirectly, with a consultant or any other entity that has prepared the design, specifications and other documents
 in accordance with ITT Clause 5;
- (i) we, including as applicable any JVCA partner or Specialist Subcontractor for any part of the contract resulting from this Tender process, have not been declared ineligible by the Government of Bangladesh on charges of engaging in corrupt, fraudulent, collusive or coercive practices in accordance with ITT Clause 5;
- (j) furthermore, we are aware of ITT Clause 4 concerning such practices and pledge not to indulge in such practices in competing for or in executing the Contract;

- (k) we intend to subcontract an activity or part of the Works, in accordance with ITT Clause 14, to the following Specialist Subcontractor(s);

Activity or part of the Works	Name of Specialist Subcontractor with Address
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- (l) we, including as applicable any JVCA partner, confirm that we do not have a record of poor performance, such as abandoning the works, not properly completing contracts, inordinate delays, or financial failure as stated in ITT Clause 5, and that we do not have, or have had, any litigation against us, other than that stated in the Tenderer Information **(Form PW7A-2)**;
- (m) we are not participating as Tenderers in more than one Tender in this Tendering process. We understand that your written Notification of Award shall constitute the acceptance of our Tender and shall become a binding Contract between us, until a formal Contract is prepared and executed;
- (n) we, including as applicable any JVCA partner, confirm that we do not have a record of insolvency, receivership, bankrupt or being wound up, our business activities were not been suspended, and it was not been the subject of legal proceedings in accordance with ITT Clause 5;
- (o) we, including as applicable any JVCA partner, confirm that we have fulfilled our obligations to pay taxes and social security contributions applicable under the relevant national laws and regulations of Bangladesh in accordance with ITT Clause 5;
- (p) we understand that you reserve the right to reject all the Tenders or annul the Tender proceedings, without incurring any liability to Tenderers, in accordance with ITT Clause 64.

Signature:

<i>[insert signature of authorised representative of the Tenderer]</i>
--

Name:

<i>[insert full name of signatory with National ID Number]</i>
--

In the capacity of:

<i>[insert capacity of signatory]</i>

Duly authorised to sign the Tender for and on behalf of the Tenderer

[If there is more than one (1) signatory, or in the case of a JVCA, add other boxes and sign accordingly].

Attachment 1:

[ITT Clause 40]

Written confirmation authorising the above signatory(ies) to commit the Tenderer

[and, if applicable]

Attachment 2:

[ITT Clause 18]

Copy of the JV Agreement / Letter of Intent to form JV with draft proposed Agreement

Tenderer Information (Form PW7A-2)

[This Form should be completed only by the Tenderer, preferably on its Letter-Head Pad]

Invitation for Tender No:

[indicate IFT No]

Tender Package No:

[indicate Package No]

This Package is divided into the following Number of Lots:

[indicate number of Lot(s)]

1. Eligibility Information of the Tenderer [ITT Clauses 5 & 25]		
1.1	Nationality of individual or country of registration	
1.2	Tenderer's legal title	
1.3	Tenderer's registered address	
1.4	Tenderer's legal status <i>[complete the relevant box]</i>	
	Proprietorship	
	Partnership	
	Limited Liability Concern	
	Government-owned Enterprise	
	Others [please describe, if applicable]	
1.5	Tenderer's year of registration	
1.6	Tenderer's authorised representative details	
	Name	
	National ID number, if any	
	Address	
	Telephone / Fax numbers	
	e-mail address	
1.7	Litigation [ITT Cause 13]	
	Information on non-performance of contract and pending litigation furnished in PW7A-12	
1.8	Tenderer to attach photocopies of the original documents mentioned aside	[All documents required under ITT Clauses 5 and 24]

The following two information are applicable for national Tenderers					
1.9	Tenderer's Value Added Tax Registration (VAT) Number				
1.10	Tenderer's Tax Identification Number(TIN)				
[The foreign Tenderers, in accordance with ITT Clause 5, shall provide evidence by a written declaration to that effect to demonstrate that it meets the criterion]					
2. Qualification Information of the Tenderer [ITT Clause 14]					
2.1	General Experience in Construction Works of Tenderer				
	Start Month Year	End Month Year	Years	Contract No and Name of Contract Name and Address of Employer Brief description of Works	Role of Tenderer [Prime/Sub/Management]
2.2	Specific Experience in Construction Works of Tenderer Completed Contracts of similar nature, complexity and methods/construction technology				
	Contract No		[insert reference no] of [insert year]		
	Name of Contract		[insert name]		
	Role in Contract <i>[tick relevant box].</i>		Prime Contractor	Subcontractor	Management Contractor
	Award date		[insert date]		
	Completion date		[insert date]		
	Total Contract Value		[insert amount]		
	Procuring Entity's Name Address Tel / Fax <u>e-mail</u> Brief description with justifications of the similarity compared to the Employer's requirements		[state justification in support of its similarity compared to the proposed works]		
2.3	Average annual construction turnover [ITT Sub Clause 15.1(a)] <i>[total certified payments received for contracts in progress or completed for each year of works in progress or completed; using selling exchange rate quoted by the source being Bangladesh Bank on the date reported, if applicable]</i>				
	Year	Amount & Currency		USD/GBP/ER/JPY delete not appropriate	

			Equivalent	
2.4	Existing commitments and works [targeted to be completed by the Intended Completion Date of the proposed works; ITT Sub Clause 12.2]			
	Name of Contract Contract No [reference] of [year] Name of Employer Contact Address Tel/fax e-mail	Target Completion Date	Value of Existing Commitments and Works	
			Amount & Currency	USD/GBP/€ delete not applicable Equivalent
2.5	Financial Resources available to meet the construction cash flow [ITT Sub Clause 15.1 (b)]			
	N o	Source of Financing	Amount Available	
			Amount & Currency	USD/GBP/€ delete not applicable Equivalent
In order to confirm the above statements the Tenderer shall submit , as applicable, the documents mentioned in ITT Clause 32.				
2.6	Contact Details [ITT Clause 32]			
	Name, address, and other contact details of Tenderer Bankers and other Employer(s) that may provide references, if contacted by this Employer			
2.7	Qualifications and experience of key technical and administrative personnel proposed for Contract administration and management [ITT Clause 32]			
	Position Name Years of General Experience	Years of Specific Experience		
[Tenderer to complete details of as many personnel as are applicable. Each personnel listed above should complete the Personnel Information (Form PW7-5)]				
2.8	Major Construction Equipments proposed to carry out the Contract [ITT Clause 32]			
	Item of Equipment	Condition (new, good, average, poor)	Owned, leased or to be purchased (state owner, lessor or seller)	

<i>[Tenderer to list details of each item of major construction equipment, as applicable]</i>				
2.9	For computing of tender capacity [ITT 15.1(d)] Table 1: A=Value of Works performed in last <i>[insert number]</i> years and Table2: B= Value of Existing commitments and works to be completed during the next N Years has been given below.			
2.9.1 Table1:				
No	Description of works/contract	Value (A)	Duration of contract (Start & Finish date)	
2.9.2 Table2:				
No.	Description of works/contract in hand	Value (B)	Name/office of the PE	Duration of contract (Start & Finish date)

Signature of Tenderer or Authorised representative

1. JVCA Partner Information (Form PW7A-3)

[This Form should be completed by each JVCA partner].

Invitation for Tender No: *[indicate IFT No]*
Tender Package No *[indicate Package No]*
This Package is divided into the following Number of Lots *[indicate number of Lot(s)]*

1. Eligibility Information of the JVCA Partner [ITT Clauses 5 & 29]		
1.1	Nationality of Individual or country of Registration	
1.2	JVCA Partner's legal title	
1.3	JVCA Partner's registered address	
1.4	JVCA Partner's legal status <i>[complete the relevant box]</i>	
	Proprietorship	
	Partnership	
	Limited Liability Concern	
	Government-owned Enterprise	
	Other (please describe, if applicable)	
1.5	JVCA Partner's year of registration	
1.6	JVCA Partner's authorised representative details	
	Name	
	National ID number, if any	
	Address	
	Telephone / Fax numbers	
	e-mail address	
1.7	Litigation [ITT Cause 13]	
	Information on non-performance of contract and pending litigation furnished in Form PW7-12	
1.8	JVCA Partner to attach copies of the original documents mentioned aside	[All documents required under ITT Clauses 5 and 25]
The following two information are applicable for national JVCA Partners only		
1.9	JVCA Partner's Value Added Tax Registration (VAT) Number	
1.10	JVCA Partner's Tax Identification Number (TIN)	
[The foreign JVCA Partners, in accordance with ITT Clause 5, shall provide evidence by a written declaration to that effect to demonstrate that it meets the criterion]		

2. Key Activity(ies) for which it is intended to be joint ventured [ITT Clause 18]					
	Elements of Activity			Brief description of Activity	
3. Qualification Information of the JVCA Partner [ITT Clause 18]					
3.1 General Experience in Construction Works of JVCA Partner					
	Start Month Year	End Month Year	Years	Contract No and & Name of Contract Name and Address of Procuring Entity Brief description of Works	Role of JVCA Partner [Prime/ Sub/ Management]
3.2 Specific Experience in Construction Works of JVCA Partner Completed Contracts of similar nature, complexity and methods/construction technology					
Contract No			[insert reference no] of [insert year]		
Name of Contract			[insert name]		
Role in Contract [tick relevant box]			Prime Contractor	Subcontract or	Management Contractor
Award date			[insert date]		
Completion date			[insert date]		
Total Contract Amount			[insert amount]		
If partner in a JV, specify participation of the total Contract Amount			_____ %	Amount & Currency [insert amount] <u>USD/GBP/ER/JPY</u> Equivalent delete not appropriate [insert amount]	
Employer's Name Address Tel / Fax e-mail Brief description with justifications of the similarity compared to the Employer's requirements			[state justification in support of its similarity compared to the proposed works]		
3.3 Average annual construction turnover [ITT Sub Clause 15.1a] <i>[total certified payments received for contracts in progress or completed for each year of works in progress or completed; using selling exchange rate quoted by the source being Bangladesh Bank on the date reported, if applicable]</i>					

	Year	Amount & Currency	USD/GBP/ER/JPY delete not appropriate Equivalent	
3.4	Existing commitments and works [targeted to be completed by the Intended Completion Date of the proposed works; ITT Sub Clause 18.6]			
	Name of Contract Contract no [reference] of [year] Name of Employer Contact Address Tel/fax e-mail		Target Completion Date	Value of Existing Commitments and Works
				Amount & Currency USD/GBP/ER/JPY delete not appropriate Equivalent
3.5	Financial Resources available to meet the construction cash flow [ITT Sub Clause 12.2]			
	No	Source of financing	Amount available	
			Amount & Currency USD/GBP/ER/JPY delete not appropriate Equivalent	
	In order to confirm the above statements the JVCA Partner shall submit, as applicable, the documents mentioned in ITT Clause 28.			
3.6	Contact Details [ITT Clause 28]			
	Name, address, and contact details of Tenderer's Bankers and other Employer(s) that may provide references if contacted by this Employer			
3.7	Qualifications and experience of key technical and administrative personnel proposed for Contract administration and management [ITT Clause 16.1]			
	Position Name Years of General Experience		Years of Specific Experience	
	<i>[Tenderer to complete details of as many personnel as are applicable. Each personnel listed above should complete the Personnel Information (Form PW7-5)]</i>			
3.8	Major items of Construction Equipment proposed for carrying out the works [ITT Clause 17]			
	Item of Equipment		Condition (new, good, average, poor)	Owned, leased or to be purchased (state owner, leaser or seller)
	<i>[Tenderer to list details of each item of Major equipment, as applicable]</i>			

Signature
(Name of Authorized Signatory of the JVCA Partner)

Specialist Subcontractor Information (Form PW7A-4)

[This Form should be completed by each Subcontractor, preferably on its Letter-Head Pad]

Invitation for Tender No:

[indicate IFT No]

Tender Package No

[indicate Package No]

This Package is divided into the following Number of Lots

[indicate number of Lot(s)]

1. Eligibility Information of the Subcontractor [ITT -Clauses 5 & 19]		
1.1	Nationality of Individual or country of Registration	
1.2	Subcontractor's legal title	
1.3	Subcontractor's registered address	
1.4	Subcontractor's legal status <i>[complete the relevant box]</i>	
	Proprietorship	
	Partnership	
	Limited Liability Concern	
	Government-owned Enterprise	
	Other (please describe)	
1.5	Subcontractor's year of registration	
1.6	Subcontractor's authorised representative details	
	Name	
	Address	
	Telephone / Fax numbers	
	e-mail address	
1.7	Attach copies of the following original documents	All documents to the extent relevant to ITT Clause 5 and 19 in support of its qualifications
The following two information are applicable for national Subcontractors		
1.8	Subcontractor's Value Added Tax Registration (VAT) Number	
1.9	Subcontractor's Tax Identification Number(TIN)	
[The foreign Subcontractors , in accordance with ITT Clause 5, shall provide evidence by a written declaration to that effect to demonstrate that it meets the criterion]		
2. Key Activity(ies) for which it is intended to be Subcontracted [ITT Clause 19]		
2.1	Elements of Activity	Brief description of Activity
2.2	List of Similar Contracts in which the proposed Subcontractor had been engaged	
	Name of Contract and Year of Execution	
	Value of Contract	
	Name of Employer	

	Contact Person and Contact details Type of Work Performed
--	--

Signature and Name of Authorized Signatory of the Proposed Sub-Contractor

Personnel Information (Form PW7A-5)

[This Form should be completed for each person proposed by the Tenderer on Form PW7-2 & PW7-3, where applicable]

Name of the Tenderer:	<i>[insert Title]</i>
Invitation for Tender No:	<i>[indicate IFT No]</i>
Tender Package No	<i>[indicate Package No]</i>
This Package is divided into the following Number of Lots	<i>[indicate number of Lot(s)]</i>

A. Proposed Position (tick the relevant box)		
<input type="checkbox"/> Construction Engineer	<input type="checkbox"/> Prime Candidate	<input type="checkbox"/> Alternative Candidate
<input type="checkbox"/> Key Personnel	<input type="checkbox"/> Prime Candidate	<input type="checkbox"/> Alternative Candidate
B. Personal Data		
Name:		
Date of Birth:		
Years overall experience:		
National ID Number:		
Years of employment with the Tenderer:		
Professional Qualifications:		
1.		
C. Present Employment <i>[to be completed only if not employed by the Tenderer]</i>		
Name of the Employer:		
Address of the Employer:		
Present Job Title:		
Years with the present Employer:		
Tel No:	Fax No:	e-mail address:
Contact <i>[manager/personnel officer]</i> :		
D. Professional Experience		

Summarise professional experience over the last twenty (20) years, in reverse chronological order. Indicate particular technical and managerial experience relevant to the project.			
	From	To	Company / Project / Position / Relevant technical and management experience.
1			

(Name and Signature of the Proposed Personnel)

Bank Guarantee for Tender Security (Form PW7A-6)

[This is the format for the Tender Security to be issued by an internationally reputable Bank which has a correspondent Bank located in Bangladesh in accordance with ITT Clause 35 & 36]

Invitation for Tender No:

Date:

Tender Package No:

To:

[Name and address of the Employer]

TENDER GUARANTEE No:

We have been informed that *[name of Tenderer]* (hereinafter called "the Tenderer") intends to submit to you its Tender dated *[date of Tender]* (hereinafter called "the Tender") for the execution of the Works of *[description of works]* under the above Invitation for Tenders (hereinafter called "the IFT").

Furthermore, we understand that, according to your conditions, the Tender must be supported by a Bank Guarantee for Tender Security.

At the request of the Tenderer, we *[name of bank]* hereby irrevocably undertake to pay you, without cavil or argument, any sum or sums not exceeding in total an

amount of USD/GBP/ERN/JPY *[insert amount in figures and words]* and/or ~~delete not appropriate~~

Bangladesh Taka *[insert amount in figures and words]* upon receipt by us of ~~delete not appropriate~~

your first written demand accompanied by a written statement that the Tenderer is in breach of its obligation(s) under the Tender conditions, because the Tenderer:

- has withdrawn its Tender after opening of Tenders but within the validity of the Tender Security; or
- refused to accept the Notification of Award (NOA) within the period as stated under ITT; or
- failed to furnish Performance Security within the period stipulated in the NOA; or
- refused to sign the Contract Agreement by the time specified in the NOA; or

- e. did not accept the correction of the Tender price following the correction of the arithmetic errors as stated under ITT.

This guarantee will expire

- (a) if the Tenderer is the successful Tenderer, upon our receipt of a copy of the Contract Agreement signed by the Tenderer or a copy of the Performance Security issued to you in accordance with the ITT;
or
- (b) if the Tenderer is not the successful Tenderer, twenty eight (28) days after the expiration of the Tenderer's Tender validity period, being *[date of expiration of the Tender validity plus twenty eight (28) days]*.

Consequently, we must receive at the above-mentioned office any demand for payment under this guarantee on or before that date.

Name and Signature

Name and Signature

Notification of Award (Form PW7A-7)

Contract No:

Date:

To:

[Name of Contractor]

This is to notify you that your Tender dated *[insert date]* for the execution of the Works for *[name of project/Contract]* for the Contract Price of USD/GBP/ER/JPY ~~deletenotappropriate~~ *[insert amount in figures and words]* and Bangladesha ~~deletenotappropriate~~ *[insert amount in figures and in words]*, as corrected and modified in accordance with the Instructions to Tenderers, has been approved by *[name of Employer]*.

You are thus requested to take following actions:

- i. accept in writing the Notification of Award within seven (7) working days of its issuance pursuant to ITT Sub Clause 68.3
- ii. furnish a Performance Security in the form of a Bank Guarantee as specified and in the amount of USD/GBP/ER/JPY *[insert amount in figures and words]* and ~~delete not appropriate~~ Bangladeshi Taka *[insert amount in figures and words]*, within twenty eight (28) days of issuance of this Notification of Award but not later than (specify date), in accordance with ITT Clause 69.2.
- iii. sign the Contract within twenty eight (28) days of issuance of this Notification of Award but not later than (specify date), in accordance with ITT Sub Clause 73.2.

You may proceed with the execution of the Works only upon completion of the above tasks. You may also please note that this Notification of Award shall constitute the formation of this Contract which shall become binding upon you.

We attach the draft Contract and all other documents for your perusal and signature.

Signed

Duly authorised to sign for and on behalf of *[name of Employer]*

Date:

Contract Agreement (Form PW7A-8)

THIS AGREEMENT made on this *[day]* day of *[month]* *[year]* between *[name and address of Employer]* (hereinafter called "the Employer") of the one part and *[name and address of Contractor]* (hereinafter called "the Contractor") of the other part:

WHEREAS the Procuring Entity invited Tenders for certain works named *[brief description of works]* and has accepted the Tender submitted by the Tenderer for the execution of those works in the sum of USD/GBP/ER/JPY *[insert amount]* ~~delete not appropriate~~ Bangladeshi Taka *[insert amount]* ~~delete if not appropriate~~ *[Contract price in figures and in words]* **and/or** *[insert amount]* ~~delete if not appropriate~~ (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the General Conditions of Contract hereafter referred to.
2. The documents forming the Contract shall be interpreted in the following order of priority:
 - (a) the signed Contract Agreement
 - (b) the Notification of Award
 - (c) the completed Tender and the appendices to the Tender
 - (d) the Particular Conditions of Contract
 - (e) the General Conditions of Contract
 - (f) the Technical Specifications
 - (g) the General Specifications
 - (h) the Drawings
 - (i) the priced Bill of Quantities and the Schedules
 - (j) any other document listed in the PCC forming part of the Contract.
3. In consideration of the payments to be made by the Procuring Entity to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the works and to remedy any defects therein in conformity in all respects with the provisions of the Contract.
4. The Procuring Entity hereby covenants to pay the Contractor in consideration of the execution and completion of the works and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of Bangladesh on the day, month and year first written above.

For the Procuring Entity

For the Contractor

Signature

Name

National ID

No.

Title

In the

presence of

Name

Address

Bank Guarantee for Performance Security (Form PW7A-9)

[This is the format for the Performance Security to be issued by an internationally reputable Bank which has a correspondent Bank located in Bangladesh in accordance with ITT Clause 69, 70 & 71]

Contract No: [insert reference number] Date: [insert date]

To:

[insert Name and address of Procuring
Entity]

PERFORMANCE GUARANTEE No:

We have been informed that *[name of Contractor]* (hereinafter called “the Contractor”) has undertaken, pursuant to Contract No *[insert reference number of Contract]* dated *[insert date of Contract]* (hereinafter called “the Contract”), the execution of works *[description of works]* under the Contract.

Furthermore, we understand that, according to your conditions, the Contract must be supported by a Bank Guarantee for Performance Security.

At the request of the Contractor, we *[name of bank]* hereby irrevocably undertake to pay you, without cavil or argument, any sum or sums not exceeding in total an amount of $\frac{\text{USD/GBP/ER/JPY/BDT}}{\text{delete if not appropriate}}$ and/or $\frac{\text{Bangladesh Taka}}{\text{delete if not appropriate}}$ *[insert amount in figures and in words]* upon receipt by us of your first written demand accompanied by a written statement that the Contractor is in breach of its obligation(s) under the Contract conditions, without you needing to prove or show grounds or reasons for your demand of the sum specified therein.

This guarantee is valid until *[date of validity of guarantee]*, consequently, we must receive at the above-mentioned office any demand for payment under this guarantee on or before that date.

Name and Signature

Name and Signature

Bank Guarantee for Advance Payment (Form PW7A-10)

[This is the format for the Advance Payment Guarantee to be issued by an internationally reputable Bank which has a correspondent Bank located in Bangladesh in accordance with GCC Clause 78]

Contract No: [insert reference number]

Date: [insert date]

To:

[insert Name and address of the Procuring Entity]

ADVANCE PAYMENT GUARANTEE No:

We have been informed that *[name of Contractor]* (hereinafter called "the Contractor") has undertaken, pursuant to Contract No *[insert reference number of Contract]* dated *[insert date of Contract]* (hereinafter called "the Contract"), the execution of works *[description of works]* under the Contract.

Furthermore, we understand that, according to your Conditions of Contract under GCC Clause 78, the Advance Payment on Contract must be supported by a Bank Guarantee.

At the request of the Contractor, we *[insert name of bank]* hereby irrevocably undertake to pay you, without cavil or argument, any sum or sums not exceeding in total an amount of $\frac{\text{USD/GBP/ERN/JPY/BDT}}{\text{delete not appropriate}}$ and/or $\frac{\text{Bangladesh Taka}}{\text{delete if not appropriate}}$ *[insert amount in figures and in words]* upon receipt by us of your first written demand accompanied by a written statement that the Contractor is in breach of its obligation(s) under the Contract conditions, without you needing to prove or show grounds or reasons for your demand of the sum specified therein.

We further agree that no change, addition or other modification of the terms of the Contract to be performed, or of any of the Contract documents which may be made between the Employer and the Contractor, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee is valid until *[insert date of validity of guarantee]*, consequently, we must receive at the above-mentioned office any demand for payment under this guarantee on or before that date.

Name and Signature

Name and Signature

Bank Guarantee for Retention Money Security (Form PW7A-11)

[This is the format for the Retention Money Guarantee to be issued by an internationally reputable Bank which has a correspondent Bank located in Bangladesh in accordance with GCC Sub Clause 75.3]

Demand Guarantee

[Bank's Name, and Address of Issuing Branch or Office]

Beneficiary: [insert Name and Address of the Procuring Entity]

Date: [insert date]

RETENTION MONEY GUARANTEE No.: [insert number]

We have been informed that [insert name of Contractor] (hereinafter called "the Contractor") has entered into Contract Number [insert reference number of the Contract] dated [insert date] with you, for the execution of [insert name of Contract and brief description of Works] (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, when the Taking-Over Certificate has been issued for the Works and the first half of the Retention Money has been certified for payment, payment of [insert the amount of the second half of the Retention Money] which becomes due after the Defects Liability Period has passed and certified in the form of Defects Correction Certificate, is to be made against a Retention Money Guarantee.

At the request of the Contractor, we [insert name of Bank] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of USD/GBP/ER/JPY/BDT ~~delete not appropriate~~ and/or Bangladesh Taka ~~delete if not appropriate~~ [insert amount in figures and words]) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation under the Contract because the Contractor failed to properly correct the defects duly notified in respect of the Works.

It is a condition for any claim and payment under this guarantee to be made that the payment of the second half of the Retention Money referred to above must have been received by the Contractor on its account number [insert A/C no] at [name and address of Bank].

This guarantee is valid until [insert the date of validity of Guarantee that being twenty eight (28) days beyond the Defects Liability Period]. Consequently, we must receive at the above-mentioned office any demand for payment under this guarantee on or before that date.

Name and Signature

Name and Signature

Section 6. Bill of Quantities

Guidance Notes on the Bill of Quantities

Objectives

The objectives of the Bill of Quantities (BOQ) are;

- (a) to provide sufficient information on the quantities of Works to be performed to enable Tenders to be prepared efficiently and accurately; and
- (b) when a Contract has been entered into, to provide a priced BOQ for use in the periodic valuation of Works executed.

In order to attain these objectives, the items in the Bill of Quantities should be grouped into sections to distinguish between those parts of the Works that by nature, location, access, timing, or any other special characteristics may give rise to different methods of construction, phasing of the Works, or considerations of cost. General items common to all parts of the Works may be grouped as a separate section in the Bill of Quantities. Consistent with these requirements, the layout and content of the BOQ should be as simple and brief as possible. Quantities should be computed net from the Drawings, unless directed otherwise in the Contract, and no allowance should be made for bulking, shrinkage, or waste. Quantities should be rounded up or down where appropriate and spurious accuracy should be avoided.

The quantities given in the Bill of Quantities are estimated and provisional, and are given to provide a common basis for Tendering. The basis of payment will be the actual quantities of work ordered and carried out, as measured by the Contractor and verified by the Engineer and valued at the rates or prices quoted in the priced Bill of Quantities, where applicable, and otherwise at such rates or prices as the Engineer may fix within the terms and conditions of the Contract.

The method of measurements of completed works for payment shall be based on metric system unless otherwise unavoidable.

A sample format has been suggested.

Daywork Schedule

A Daywork Schedule is commonly used in contracts where the likely incidence of unforeseen work cannot be covered by definitive descriptions and approximate quantities in the Bill of Quantities. A Daywork Schedule should therefore be included only if the probability of unforeseen work, outside the items included in the BOQ, is high. To facilitate checking by the Employer of the realism of rates quoted by the Tenderers, the Daywork Schedule should normally comprise the following:

- (a) a list of the various classes of labour, materials, and construction plant for which basic Daywork unit rates or prices are to be quoted by the Tenderer, together with a statement of the conditions under which the Contractor will be paid for work executed on a Daywork basis.
- (b) quantities for each item of Daywork, to be priced or quoted by each Tenderer at Daywork rates as Tender. The rate to be quoted by the Tenderer against each basic Daywork item should include the Contractor's profit, overheads, supervision, taxes, and all other charges.

If a Day work Schedule is to be included **at all** in the Tender Document, it shall include nominal quantities against the items most likely to be used and the unit rates or prices quoted by the Tenderer shall remain invariable whatever the quantities ordered.

A sample format of the Schedule has been suggested.

Provisional Sums

A general provision for physical contingencies (quantity overruns) or for meeting other essential expenditures may be made by including a provisional sum in the Summary Bill of Quantities. Similarly, a contingency allowance for possible price increases should be provided as a provisional sum in the Summary Bill of Quantities. The inclusion of such provisional sums often facilitates budgetary approval by avoiding the need to request periodic supplementary approvals as the future need arise.

The estimated cost of specialized work to be carried out, or of special goods to be supplied, by nominated Sub contractor(s) should be indicated in the relevant part of the Bill of Quantities as a particular provisional sum with an appropriate brief description. A separate procurement procedure is normally carried out by the Procuring Entity to select such specialized Subcontractor(s).

A sample format has been suggested.

Correction of Errors

If in preparing Bill of Quantities of its Tender, the Tenderer has made errors in the unit rates or prices or the total price, and wishes to correct such errors

prior to submission of its Tender, it may do so, but shall ensure that each correction of error is properly initialled by the authorised person of the Tenderer and that a statement shall be made as to the total number of such corrections made, at the end of the priced Bill of Quantities.

The Procuring Entity shall ensure that the following note is added at the end of each page of the Bill of Quantities.

“This Bill of Quantities contains *[state number]* corrections duly initialled and signed by the authorised person of the Tenderer”.

THIS GUIDANCE NOTES FOR PREPARING A BILL OF QUANTITIES ARE INTENDED ONLY AS INFORMATION FOR THE EMPLOYER OR THE PERSON DRAFTING THE TENDER DOCUMENT. THIS SHOULD NOT BE INCLUDED IN THE FINAL DOCUMENT

Bill of Quantities

[ITT Clause 24]

Name of

Works: _____
IFT No. _____ Package No. _____ Lot No. _____

Item no.	Item Code (if any)	Description of Item	Unit	Quantity	Unit Rate		Amount
					In figures	In words	In figures ----- In words
1	2	3	4	5	6	7=6	8=5x6
to be filled in by the Employer					to be quoted and filled in by the Tenderer		
100 General Items							
101 [example]	04-548-08 [example]	Excavate ----- to maximum..... [example]	m3 [example]	35 [example]	USD 55.15 [example]	USD Fifty Five point Fifteen Only [example]	USD1,930.25 ----- --- USD One Thousand Nine Hundred Thirty point Twenty Five Only [example]
102							
103							
& so on							
Sub-total of 100 for General Items							
200 Preliminary Items							
201							
202							
& so on							
Sub-total of 200 for Preliminary Items							
300 Main Items							
301							
302							
& so on							
Sub-total of 300 for Main Items							
400 Other Items							

401				
402				
& so on				
Sub-total of 400 for Other Items Main Items				
500 Misc. Items				
501				
502				
& so on				
Sub-total of 500 for Misc. Items				
GRAND TOTAL				

This Bill of Quantities contains [insert number] corrections duly initialled and signed by the authorised person of the Tenderer

Note

1. It is suggested that the Tenderer uses these sheets of the BOQ in order to avoid any manipulation, distortion and inadvertent mistakes or omissions in course of preparing the Tender by the Tenderer
2. Follow the Guidance notes under **Section 6** in filling this Schedule
3. The Employer is free to choose the items in grouping them that best suits the implementation arrangement and measurement

Schedule of Dayworks

Name of

Works: _____

IFT No. _____ Package No. _____ Lot No. _____

Item no.	Item Code (if any)	Description of Item	Unit	Nominal Quantity	Unit Rate		Amount
					In figures	In words	In figures

							In words
1	2	3	4	5	6	7=6	8=5x6
to be filled in by the Employer					to be quoted and filled in by the Tenderer		
A. DL 100 LABOUR							
DL 101	01-013-02	Labourer	Hour	1575			
DL 102		Mason	Hour	520			
DL 103		Carpenter	Hour	300			
& so on		& so on					
above are examples only							
Sub-total of 100 for DL 100 LABOUR:							
B. DM 200 MATERIALS							
DM		Stone	m3				

201		<i>Boulders</i>					
DM		<i>Cement</i>	<i>kg</i>				
202							
DM		<i>GI Pipe</i>	<i>m</i>				
203							
& so on							
<i>above are examples only</i>							
Sub-total of 200 for DM 200 MATERIALS:							
C. DE 300 CONTRACTOR'S EQUIPMENTS							
DCE		<i>Excavator</i>	<i>Hour</i>				
301							
DCE		<i>Tractor</i>	<i>Hour</i>				
302							
DCE		<i>Pay loader</i>	<i>Hour</i>				
303							
& so on							
<i>above are examples only</i>							
Sub-total of 300 for DCE 300 CONTRACTOR'S EQUIPMENT :							
GRAND TOTAL OF DAYWORKS (A to C) [Section 6 ; GCC Sub Clause 81]							

Note:

1. Nominal quantities in the schedule shall remain invariable and shall also require prior approval of the authority sanctioning the official estimate.
2. Follow the Guidance Notes under Section 6 in filling this Schedule.

Daywork Summary

Name of Works:

IFT No. _____ **Package No.** _____ **Lot No.** _____

Classification of Dayworks	Amount (insert currency)
-----------------------------------	------------------------------------

1. Total for Daywork: Labour	
2. Total for Daywork: Materials	
3. Total for Daywork: Contractor's Equipment	
TOTAL FOR DAYWORKS	
In Figures	
In Words	

Note:

This Summary refers to Schedule of Dayworks

Summary of Provisional Sums

Name of

Works:

IFT No._____ **Package No.**_____ **Lot No.**_____

Item No	Description of Specified Provisional Sums	Amount
	Provisional Sums for Supply and Installation of Equipment in Pumping Station by [insert the name of the Nominated Subcontractor(s)] [example]	USD 250,000.00 <i>[Subcontracted amount + percentage as in PCC Clause 80.2]</i> [example]
	Provisional Sums for physical contingencies or meeting other expenditures [example]	USD 50,000.00 <i>[Amount authorized in official estimate but must be ≤ 1% of Contract Price]</i> [example]
TOTAL FOR PROVISIONAL SUMS		TOTAL FOR

Note:

1. Appointment of Nominated Subcontractor(s) shall follow due procedures and shall require prior approval of the Competent Authority.
2. Provisional Sums for meeting expenditures other than those for Nominated Subcontractor (s) may not exceed one (1) percent of the estimated Contract price and its inclusion in the BOQ shall also require prior approval of the authority sanctioning the official estimate.
3. Follow the Guidance Notes under **Section 6** in filling this Schedule.

Grand Summary

Name of

Works: _____

IFT No. _____ Package No. _____ Lot No. _____

Contract Name: _____
No.: _____

Contract

General Summary		Reference	Amount
1.	100 General Items		
2.	200 Preliminary Items		
3.	300 Main Items		
4.	400 Other Items		
5.	500 Misc. Items		
6.	Dayworks		
	Subtotal of (1-6):		
7.	Provisional Sums [GCC Sub Clause 80]		
(i) a. Provisional Sums for Nominated Subcontractor(s)			
b. The percentage for adjustment of Provisional Sums [GCC clause 80.2] is <i>[insert the percent]</i>			
(ii) Provisional Sums for meeting other expenditures			
Subtotal of (7) :			
TOTAL CONTRACT PRICE FOR THE WORKS (1-7)		In figures	
		In words	

Section 7. General Specifications

Notes on Specifications

A set of precise and clear specifications is a prerequisite for Tenderers to respond realistically and competitively to the requirements of the Procuring Entity without introducing deviations or conditionalities in their Tenders. In the context of national competitive Tendering, the specifications must be drafted to permit the widest possible competition and, at the same time, present a clear statement of the required standards of workmanship, materials, and performance of the works to be procured. Only if this is done will the objectives of economy, efficiency, and fairness in procurement be realized, responsiveness of Tenders be ensured, and the subsequent task of Tender evaluation facilitated. The specifications should require that all goods and materials to be incorporated in the Works be new, unused, of the most recent or current models, and incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.

Samples of specifications from previous similar projects are useful in this respect. Most specifications are normally written specially by the Procuring Entity or Engineer to suit the Contract Works in hand. There is no standard set of Specifications for universal application in all sectors, but there are established principles and practices, which are reflected in these documents.

There are considerable advantages in standardizing General Specifications for repetitive Works in recognized public sectors, such as highways, ports, railways, urban housing, flood control, drainage and irrigation, and water supply, where similar conditions prevail. The General Specifications should cover all classes of workmanship, materials, and equipment commonly used in construction, although not necessarily to be used in a particular Works Contract. Deletions or addenda should then adapt the General Specifications to the particular Works. Such General Specifications are those issued by the specialised ministries/professional bodies in Bangladesh and/or those of the International Standards Organisation (ISO)

Care must be taken in drafting specifications to ensure that they are not restrictive. In the specification of standards for goods, materials, and workmanship, recognized national standards should be used as much as possible. Where other particular standards are used the specifications should state that goods, materials, and workmanship that meet other authoritative standards, and which ensure substantially equal or higher quality than the standards mentioned, will also be acceptable.

Provision as such be kept that wherever reference is made in the Contract to specific standards and codes to be met by the goods and materials to be furnished, and work performed or tested, the provisions of the latest current edition or revision of the relevant standards and codes in effect shall apply, unless otherwise expressly stated in the Contract.

THESE NOTES FOR PREPARING SPECIFICATIONS ARE INTENDED ONLY AS INFORMATION FOR THE PROCURING ENTITY OR THE PERSON DRAFTING THE TENDER DOCUMENT AND SHOULD NOT BE INCLUDED IN THE FINAL TENDER DOCUMENT.

Section 8. Particular Specifications

Notes on Particular Specifications

If an item of the Works is not covered in the General Specifications or if any specification clause requires that further details as to precise requirements for the particular Works are to be given or needs to be modified or clarified then these should be reflected in the Particular Specifications. Where the Particular Specification clause replaces or clarifies an existing clause of the General Specification then the same clause numbering system need to be followed.

Section 9. Drawings

Notes on Drawings

Insert here a list of Drawings. The actual Drawings, including site plans, should be attached to this section or annexed in a separate folder. The Drawings shall be dated, numbered and show the revision number.

FORMAT

Invitation for Tenders (IFT)

*The **Invitation for Tenders (IFT)** is a copy of the standard format as appears on the website and used for published advertisement that provides relevant and essential information to help Tenderers to decide whether or not to participate in the particular Tender. This is provided in the Tender Document for information only. This should not be included in the TENDER DOCUMENT.*

Invitation for Tenders

*[for use when there is a SINGLE lot in a package
This is the website format and as used for published advertisement.
It is included in this document for information only]*

GOVERNMENT OF THE PEOPLE'S REPUBLIC OF BANGLADESH				
1	Ministry/Division		V	
2	Agency	< select >	V	
3	Procuring Entity Name	< type in name >		
4	Procuring Entity Code	Not used at present		
5	Procuring Entity District	< select >	V	
6	Invitation for	< select >	V	< select >
7	Invitation Ref No	< type in name >		
8	Date	< select >	V	
KEY INFORMATION				
9	Procurement Method	< select >	V	< select >
FUNDING INFORMATION				
10	Budget and Source of Funds	< select >	V	
11	Development Partners (if applicable)	< type in name >		
PARTICULAR INFORMATION				
12	Project / Programme Code (if applicable)	< use MOF code >		
13	Project / Programme Name (if applicable)	< use MOF name >		
14	Tender Package No.	< type in name >		
15	Tender Package Name	< type in name >		
16	Tender Publication Date	< select >	V	
17	Tender Last Selling Date (must be the date prior to the day of Tender Closing Date)	< select >	V	
18	Tender Closing Date and Time	< select >	V	< select >
19	Tender Opening Date and Time (within one hour of Tender Closing at primary place)	< select >	V	< select >
20	Name & Address of the office(s) - Selling Tender Document (Principal) - Selling Tender Document (Others) - Downloading Tender Document (This is optional. If permitted by the Procuring Entity; mention the web address where the electronic version of TD will be available. Specify the detail procedures for payment of the cost of TD by the Tenderers.)	Address		
		< type in name >		
		< type in name >		
NO CONDITIONS APPLY FOR SALE , PURCHASE OR DISTRIBUTION OF TENDER DOCUMENTS				
		< type in name >		
		< type in name >		
21	Place / Date / Time of Pre-Tender Meeting (Optional)	Place < select >	Date < select >	Time < select >
		V	V	
INFORMATION FOR TENDERER				
22	Eligibility of Tenderer	< type in name >		
23	Brief Description of Works	< type in name >		
24	Brief Description of Physical Services	< type in name >		

25	Price of Tender Document			< type in price >	
	Lot No	Identification of Lot	Location	Tender Security Amount	Completion Time in Weeks / Months
26	1	< type in name >	< type in name >	<type in>	<type in>
EMPLOYER DETAILS					
30	Name of Official Inviting Tender			< type in name >	
31	Designation of Official Inviting Tender			< type in name >	
32	Address of Official Inviting Tender			< type in name >	
33	Contact details of Official Inviting Tender			< Tel. No.>	<Fax No.> <e-mail>
34	The Procuring Entity reserves the right to reject all the Tenders or annul the Tender proceedings				

<select> : these fields are “pop-up” fields and the Employer will only have to select the correct name, address or date in order to complete the form.

<type in name> : these fields are to be completed by typing in the relevant data.

Invitation for Tenders

*[for use when there are MULTIPLE lots in a package
This is the website format and as used for published advertisement.
It is included in this document for information only]*

GOVERNMENT OF THE PEOPLE'S REPUBLIC OF BANGLADESH					
1	Ministry/Division	< select >			V
2	Agency	< select >			V
3	Procuring Entity Name	< type in name >			
4	Procuring Entity Code	Not used at present			
5	Procuring Entity District	< select >	V		
6	Invitation for	< select >	V	< select >	V
7	Invitation Ref No	< type in name >			
8	Date	< select >	V		
KEY INFORMATION					
9	Procurement Method	< select >	V	< select >	V
FUNDING INFORMATION					
10	Budget and Source of Funds	< select >	V		
11	Development Partners (if applicable)	< type in name >			
PARTICULAR INFORMATION					
12	Project / Programme Code (if applicable)	< use MOF code >			
13	Project / Programme Name (if applicable)	< use MOF name >			
14	Tender Package No.	< type in name >			
15	Tender Package Name	< type in name >			
Date					
16	Tender Publication Date	< select >	V		
17	Tender Last Selling Date (must be the date prior to the day of Tender Closing Date)	< select >	V		
Date					
18	Tender Closing Date and Time	< select >	V	< select >	V
19	Tender Opening Date and Time (within one hour of Tender Closing at primary place)	< select >	V	< select >	V
Time					
20	Name & Address of the office(s) - Selling Tender Document (Principal) - Selling Tender Document (Others) - Downloading Tender Document (This is optional. If permitted by the Procuring Entity; mention the web address where the electronic version of TD will be available. Specify the detail procedures for payment of the cost of TD by the Tenderers.)	Address			
		< type in name >			
		< type in name >			
NO CONDITIONS APPLY FOR SALE , PURCHASE OR DISTRIBUTION OF TENDER DOCUMENTS					
	- Receiving Tender Document	< type in name >			
	- Opening Tender Document	< type in name >			
21	Place / Date / Time of Pre-Tender Meeting (Optional)	< type in name >			
Date					
		< select >	V	Time	
				< select >	V
INFORMATION FOR TENDERER					

22	Eligibility of Tenderer			< type in name >	
23	Brief Description of Works			< type in name >	
24	Brief Description of Physical Services			< type in name >	
25	Price of Tender Document			< type in price >	
	Lot No	Identification of Lot	Location	Tender Security Amount	Completion Time in Weeks / Months
26	1	< type in name >	< type in name >	<type in>	<type in>
27	2	< type in name >	< type in name >	<type in>	<type in>
30	Name of Official Inviting Tender			< type in name >	
31	Designation of Official Inviting Tender			< type in name >	
32	Address of Official Inviting Tender			< type in name >	
33	Contact details of Official Inviting Tender			< Tel. No. >	< Fax No. > < e-mail >
34	The Procuring Entity reserves the right to reject all the Tenders or annul the Tender proceedings				

<select> : these fields are “pop-up” fields and the Employer will only have to select the correct name, address or date in order to complete the form.<type in name> : these fields are to be completed by typing in the relevant data.

Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.